## BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA



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Application of the Los Angeles County

Metropolitan Transportation Authority (LACMTA)

East San Fernando Valley (ESFV) Light Rail

Transit Project for an order authorizing construction
of two light rail tracks at six (6) highway-rail
crossings at (1) Sylvan St, (2) Kittridge St, (3)

Valerio St, (4) Lanark St, (5) Chase St, (6)

Plummer St, in the City of Los Angeles, Los
Angeles County, California.

Application					
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#### <u>APPLICATION</u>

### Submitted by the Los Angeles County Metropolitan Transportation Authority for the East San Fernando Valley Light Rail Transit Project

The Los Angeles County Metropolitan Transportation Authority (LACMTA) files this application and respectfully requests authorization from the Public Utilities Commission of California (CPUC or Commission) to construct two Light Rail Transit (LRT) tracks at six (6) highway-rail crossings located at:

- Sylvan St.
- Kittridge St.
- Valerio St.
- Lanark St.
- Chase St.
- Plummer St.

The subject crossings are in the City of Los Angeles, Los Angeles County. In support of its request, LACMTA asserts:

I (Applicant Information)

The LACMTA was created by the legislature pursuant to Section 130050.2 of the PU

Code to be the successor agency to the Southern California Rapid Transit District and the Los

Angeles County Transportation Commission (LACTC). These two agencies ceased to exist as of

April 1, 1993, when they were merged into the LACMTA.

Pursuant to Section 132400, et seq. of the PU Code, LACMTA is proceeding with design

and construction contracts for completion of the East San Fernando Valley (ESFV) LRT Project

(Project) extending from Van Nuys Metro Bus Rapid Transit (BRT) Orange Line station in the

City of Van Nuys, extending to the existing Sylmar/San Fernando Metrolink Station in the City

of San Fernando.

The authority sought in this application is requested pursuant to Section 9.08 of the

Commission General Order 143-B and is made in accordance with Rule 3.9 and 3.11 of the

Commission's Rules of Practice and Procedure.

II (Applicant Address)

Applicants' exact legal name is Los Angeles County Metropolitan Transportation

Authority with its principal place of business at:

One Gateway Plaza

Los Angeles, CA 90012

III (Correspondence)

Correspondence regarding this application should be addressed to:

Ms. Monica Born

Deputy Executive Officer

East San Fernando Valley Transit Corridor

Los Angeles County Metropolitan Transportation Authority

777 S. Figueroa St., 11th Floor

Los Angeles, CA 90017

Email: BomM@metro.net

Phone 213-418-3097

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#### IV (Project Crossings)

The Project proposes to close several signalized intersections along Van Nuys Boulevard to reduce the number crossings and increase safety. This application includes six (6) highway-rail street-running crossings. The list of crossings for the ESFV Project is included in Exhibit D and are subject to separate CPUC application approvals.

As part of the CPUC diagnostic crossing review, LACMTA has coordinated with CPUC staff, the City of Los Angeles, and others to incorporate necessary crossing safety measures prior to submitting the CPUC application. The LRT clearances for the crossings follow CPUC General Order (GO) requirements including GO-95 and GO-143 among others. The LRT tracks will be in the existing street-running environment.

#### V (Interested Parties)

LACMTA continues to coordinate with the City of Los Angeles for alterations and crossing safety improvements. Through design process and virtual diagnostic evaluation conducted on January 20, 2021, LACMTA has coordinated with the City of Los Angeles, which is considered an interested party for document service purposes.

#### VI (Project Description)

The ESFV LRT Project (Project) provides LRT service along the Van Nuys Boulevard and San Fernando Road corridors serving the eastern San Fernando Valley. The alignment will include 11 at-grade stations and a maintenance service facility (MSF).

The street-running Project will extend north 6.7 miles from the Van Nuys Metro Orange Line Station to the Van Nuys/San Fernando Station. The street-running Metro LRT trains will operate in the median of Van Nuys Boulevard to San Fernando Road.

A shared corridor segment of the Project is currently under further study, that will continue onto the existing LACMTA right-of-way adjacent to San Fernando Road, which the LRT will share the corridor with SCRRA Metrolink, for 2.5-miles to the Sylmar/San Fernando Metrolink Station.

The current Project scope includes 11 LRT street-running stations constructed at approximately 1-mile intervals located at (starting from south to north):

Van Nuys/Orange Line Station

- Victory Station
- 3. Vanowen Station
- 4. Sherman Way Station
- 5. Van Nuys/Metrolink Station
- Roscoe Station
- Nordhoff Station
- Woodman Station
- Arleta Station
- 10. Laurel Canyon Station
- 11. Van Nuys/San Fernando Station

The Project is designed to allow for one-, two-, or three-car LRT trains in accordance with variations in demand over time. Pedestrian-only at-grade crossings will provide access to the at-grade LRT stations. Station access will be provided by street crosswalks and controlled by traffic signals. Other typical LRT Project elements to support train operations include Overhead Contact System (OCS), Traction Power Sub Stations (TPSS), and communications and signaling.

#### VII (Crossing Descriptions)

LACMTA requests authorization to construct six (6) at-grade highway-rail street-running crossings in the City of Los Angeles. The proposed CPUC identification numbers and crossing types are summarized in Table 1 below:

Table 1

No.	Crossing	<u>City</u>	Crossing Type	PUC Numbers
1	Sylvan Street	Los Angeles	At-Grade -Street Running	84F-0.35
2	Kittridge Street	Los Angeles	At-Grade - Street Running	84F-0.77
3	Valerio Street	Los Angeles	At-Grade - Street Running	84F-1.74
4	Lanark Street	Los Angeles	At-Grade - Street Running	84F-2.64
5	Chase Street	Los Angeles	At-Grade – Street Running	84F-3.12
6	Plummer Street	Los Angeles	At-Grade – Street Running	84F-4.37

#### VIII (Crossing Alterations)

#### 1. Sylvan Street

The Sylvan Street Highway-Rail Crossing (84F-0.35) is a street-running LRT crossing proposed at Sylvan Street and Van Nuys Boulevard in the City of Los Angeles. Adjacent intersections at Friar Street and Erwin Street are proposed to be closed such that motorists will be permitted to only make right turns in and out of these streets and reduce the number of LRT crossings. The Sylvan Street crossing is controlled by traffic signals, including protected left turns on Sylvan Street and northbound Van Nuys Boulevard. Due to existing roadway width and traffic flow expectations, southbound Van Nuys Boulevard does not include a dedicated left turn lane onto Sylvan Street, and left turns are not permitted. As a supplemental measure to mitigate illegal left turns and subject to California Traffic Control Devices Committee (CTCDC) approval, motorist "Left Turn Gates" are proposed on northbound Van Nuys Boulevard turning left to Sylvan Street.

The "Left Turn Gates" are similar to typical parking garage gate arms and designed to deter motorists from making illegal left turns in front of oncoming trains. Due to street running configuration and limited clearances, the Left Turn Gates do not include flashing lights or bells since they are not railroad warning devices. When the Left Turn Gates are installed at selected intersections/crossings, the operations are in conjunction with traffic signals, IIRPMs and LRTs. The Left Turn Gates are interconnected with the traffic signal left turn phase and are considered a supplement to the traffic signals and MUTCD approved warning signs. When the left turn signal turns red, the Left Turn Gate will lower. Just prior to the left turn signal turning green, the Left Turn Gate will raise to the vertical position. The barrier provided by the Left Turn Gate is expected to decrease the frequency of motorists turning against the red left turn arrow and colliding with oncoming trains.

Another supplemental measure subject to CTCDC approval includes internally illuminated raised pavement markers (IIRPMs) that are embedded in the pavement are proposed across northbound and southbound Van Nuys Boulevard and Sylvan Street that activate in conjunction with red left-turn traffic signal activation and approaching LRTs to further warn pedestrians and motorists of trains approaching and mitigate unsafe behaviors such as illegal left turns and running red lights across the tracks. The bidirectional IIRPMs will only be installed at

the crosswalks that lead to/from the LRT station locations to warn pedestrians at the bottom of station platform ramps of approaching trains.

Standard IIRPMs (unidirectional) are proposed for Sylvan Street crossing Van Nuys Boulevard have internal continuous red LED lights proposed for three directions:

- Directed towards motorists and pedestrians crossing Van Nuys Boulevard and the LRT tracks for Sylvan Street and the crosswalks. These IIRPMs will be activated only upon LRT approach
- 2) Directed towards the motorists making left-turns from northbound Van Nuys Boulevard. The IIRPM's are located across Sylvan Street and crosswalks angled approximately 45-degrees directed at motorists making potentially illegal left-turns. These IIRPMs will be activated by the red left-turn traffic signal activation (and LRT approach)
- Located in-front of motorists making left-turns and stopped prior to the crosswalks on northbound Van Nuys Boulevard. These IIRPMs will be activated by the red left-turn traffic signal activation (and LRT approach)

The bidirectional IIRPMs are proposed to be embedded in the crosswalk which leads to/from the station platform. Each of the bidirectional IIRPMs will have internal continuous red LED lights, with lights aimed for two directions:

- 1) Directed at pedestrians exiting the Victory LRT station
- Directed at pedestrians crossing each side of Van Nuys Boulevard towards the Victory LRT station.

All bidirectional IIRPMs at the Victory LRT station will be activated upon LRT train approach. Should the CTCDC or Federal Highway Administration reject the proposed IIRPM or Left Turn Gates, the standard CA-MUTCD pavement markings will be applied.

The Train Approach LED Blankout signs for motorists are proposed for each direction.

The Project is also exploring the use of red-light enforcement cameras for motorists to enforce compliance with red left turn signals.

Pedestrian crosswalks are provided at all four quadrants and include Walk/ Don't Walk signals that is interconnected with the traffic signal systems. Pedestrian access is provided to the

Victory LRT Station across Van Nuys Boulevard and includes Walk/Don't Walk signals at the station platform. When the Walk signal is provided for pedestrians to cross Van Nuys Boulevard and access/exit the station, a Stop signal is displayed for motorists traveling all directions on Van Nuys Boulevard and LRT trains.

In addition to traffic signal control, the pedestrian crossing includes Train LED Blankout signs adjacent to the Walk/Don't Walk signs for pedestrians, passive "LOOK BOTH WAYS", W82-1 signs, and tactile strips in compliance with ADA requirements. Pedestrians exiting the LRT station will be channelized with railing on the ramp and raised pavement markers at the end of the ramp to help prevent crossing outside of the crosswalk.

In coordination with the City of Los Angeles, truck turning templates verified that WB40/SU30 size vehicles can safely operate. Trucks larger than WB40 will have designated routes or apply for special permits approved by the City of Los Angeles.

#### 2. Kittridge Street

The Kittridge Street Highway-Rail Crossing (84F-0.77) is a street-running LRT crossing proposed at Kittridge Street and Van Nuys Boulevard in the City of Los Angeles. Adjacent intersection at Haynes Street is proposed to be closed such that motorists will be permitted to only make right turns in and out of these streets and reduce the number of LRT crossings. The Kittridge Street crossing is controlled by traffic signals, including protected left turns on Kittridge Street and Van Nuys Boulevard. Additionally, subject to CTCDC approval, the supplemental motorist's "Left Turn Gates" are proposed for northbound and southbound Van Nuys Boulevard left turn onto Kittridge Street consistent with Sylvan Street design.

Supplemental IIRPMs are also proposed across Van Nuys Boulevard and Kittridge Street that activate in conjunction with red left-turn traffic signal activation and approaching LRTs to further warn pedestrians and motorists of trains approaching and mitigate unsafe behaviors such as illegal left turns and running red lights across the tracks. Standard IIRPMs (unidirectional) are embedded in the pavement at Kittridge Street crossing Van Nuys Boulevard. The standard IIRPMs have internal continuous red LED lights proposed for three directions similar to Sylvan Street crossing, with IIRPMs facing northbound and southbound Van Nuys Boulevard left turn lanes.

Train Approach LED Blankout signs for motorists are included for each direction.

Pedestrian crosswalks are provided at all four quadrants and include Walk/ Don't Walk signals that is interconnected with the traffic signal systems.

In addition to traffic signal control, the pedestrian crossing includes Train LED Blankout signs adjacent to the Walk/Don't Walk signs for pedestrians, passive "LOOK BOTH WAYS", W82-1 signs, and tactile strips in compliance with ADA requirements. In coordination with the City of Los Angeles, truck turning templates verified that WB40/SU30 size vehicles can safely operate. Trucks larger than WB40 will have designated routes or apply for special permits approved by the city.

#### Valerio Street

The Valerio Street Highway-Rail Crossing (84F-1.74) is a street-running LRT crossing proposed at Valerio Street and Van Nuys Boulevard in the City of Los Angeles. Adjacent intersection at Wyandotte Street is proposed to be closed such that motorists will be permitted to only make right turns in and out of these streets and reduce the number of LRT crossings. The Valerio Street crossing is controlled by traffic signals, including protected left turns on Valerio Street and southbound Van Nuys Boulevard. Due to existing roadway width and traffic flow expectations, northbound Van Nuys Boulevard does not include a dedicated left turn lane onto Valerio Street, and left turns are not permitted. Additionally, subject to CTCDC approval, the supplemental motorist's "Left Turn Gates" are proposed for southbound Van Nuys Boulevard left turn onto Valerio Street consistent with Sylvan Street design.

Supplemental IIRPMs are also proposed across Van Nuys Boulevard and Valerio Street that activate in conjunction with red left-turn traffic signal activation and approaching LRTs to further warn pedestrians and motorists of trains approaching and mitigate unsafe behaviors such as illegal left turns and running red lights across the tracks. IIRPMs (unidirectional) are embedded in the pavement at Valerio Street crossing Van Nuys Boulevard. The standard IIRPMs have internal continuous red LED lights proposed for three directions similar to Sylvan Street crossing, with IIRPMs facing southbound Van Nuys Boulevard left turn lanes.

Train Approach LED Blankout signs for motorists are included for each direction. In addition to traffic signal control, the pedestrian crossing includes Train LED Blankout signs adjacent to the Walk/Don't Walk signs for pedestrians, passive "LOOK BOTH WAYS", W82-1

signs, and tactile strips in compliance with ADA requirements. In coordination with the City of Los Angeles, truck turning templates verified that WB40/SU30 size vehicles can safely operate. Trucks larger than WB40 will have designated routes or apply for special permits approved by the city.

#### 4. Lanark Street

The Lanark Street Highway-Rail Crossing (84F-2.64) is a street-running LRT crossing proposed at Lanark Street and Van Nuys Boulevard in the City of Los Angeles. Adjacent intersection at Titus Street is proposed to be closed such that motorists will be permitted to only make right turns in and out of these streets and reduce the number of LRT crossings. The Lanark Street crossing is controlled by traffic signals, including protected left turns on Lanark Street and northbound Van Nuys Boulevard. Due to existing roadway width and traffic flow expectations, southbound Van Nuys Boulevard does not include a dedicated left turn lane onto Lanark Street, and left turns are not permitted. Additionally, subject to CTCDC approval, the supplemental motorist's "Left Turn Gates" are proposed for northbound Van Nuys Boulevard left turn onto Lanark Street consistent with Sylvan Street design.

Supplemental IIRPMs are proposed across Van Nuys Boulevard and Lanark Street that activate in conjunction with red left-turn traffic signal activation and approaching LRTs to further warn pedestrians and motorists of trains approaching and mitigate unsafe behaviors such as illegal left turns and running red lights across the tracks. IIRPMs (unidirectional) are embedded in the pavement at Lanark Street crossing Van Nuys Boulevard. The standard IIRPMs have internal continuous red LED lights proposed for three directions similar to Sylvan Street crossing, with IIRPMs facing southbound Van Nuys Boulevard left turn lanes.

Train Approach LED Blankout signs for motorists are included for each direction. In addition to traffic signal control, the pedestrian crossing includes Train LED Blankout signs adjacent to the Walk/Don't Walk signs for pedestrians, passive "LOOK BOTH WAYS", W82-1 signs, and tactile strips in compliance with ADA requirements. In coordination with the City of Los Angeles, truck turning templates verified that WB40/SU30 size vehicles can safely operate. Trucks larger than WB40 will have designated routes or apply for special permits approved by the city.

#### Chase Street

The Chase Street Highway-Rail Crossing (84F-3.12) is a street-running LRT crossing proposed at Chase Street and Van Nuys Boulevard in the City of Los Angeles. The Chase Street crossing is controlled by traffic signals, including protected left turns on Chase Street and southbound Van Nuys Boulevard. Due to existing roadway width and traffic flow expectations, northbound Van Nuys Boulevard does not include a dedicated left turn lane onto Chase Street, and left turns are not permitted. Additionally, subject to CTCDC approval, the supplemental motorist's "Left Turn Gates" are proposed for southbound Van Nuys Boulevard left turn onto Chase Street consistent with Sylvan Street design.

Supplemental IIRPMs are proposed across Van Nuys Boulevard and Chase Street that activate in conjunction with red left-turn traffic signal activation and approaching LRTs to further warn pedestrians and motorists of trains approaching and mitigate unsafe behaviors such as illegal left turns and running red lights across the tracks. IIRPMs (unidirectional) are embedded in the pavement at Chase Street crossing Van Nuys Boulevard. The standard IIRPMs have internal continuous red LED lights proposed for three directions similar to Sylvan Street crossing, with IIRPMs facing southbound Van Nuys Boulevard left turn lanes.

Train Approach LED Blankout signs for motorists are included for each direction. In addition to traffic signal control, the pedestrian crossing includes Train LED Blankout signs adjacent to the Walk/Don't Walk signs for pedestrians, passive "LOOK BOTH WAYS", W82-1 signs, and tactile strips in compliance with ADA requirements. In coordination with the City of Los Angeles, truck turning templates verified that WB40 size vehicles can safely operate. Trucks larger than WB40 will have designated routes or apply for special permits approved by the city.

#### 6. Plummer Street

The Plummer Street Highway-Rail Crossing (84F-4.37) is a street-running LRT crossing proposed at Plummer Street and Van Nuys Boulevard in the City of Los Angeles. Adjacent intersection at Gledhill Street is proposed to be closed such that motorists will be permitted to only make right turns in and out of these streets and reduce the number of LRT crossings. The Plummer Street crossing is controlled by traffic signals, including protected left turns on Plummer Street and northbound Van Nuys Boulevard. Due to existing roadway width and traffic flow expectations, southbound Van Nuys Boulevard does not include a dedicated left turn lane

onto Plummer Street, and left turns are not permitted. Additionally, subject to CTCDC approval, the supplemental motorist's "Left Turn Gates" are proposed for northbound Van Nuys Boulevard left turn onto Plummer Street consistent with Sylvan Street design.

Supplemental IIRPMs are proposed across Van Nuys Boulevard and Plummer Street that activate in conjunction with red left-turn traffic signal activation and approaching LRTs to further warn pedestrians and of trains approaching and mitigate unsafe behaviors such as illegal left turns and running red lights across the tracks. IIRPMs (unidirectional) are embedded in the pavement at Plummer Street crossing Van Nuys Boulevard. The standard IIRPMs have internal continuous red LED lights proposed for three directions similar to Sylvan Street crossing, with IIRPMs facing northbound Van Nuys Boulevard left turn lanes.

Train Approach LED Blankout signs for motorists are included for each direction. In addition to traffic signal control, the pedestrian crossing includes Train LED Blankout signs adjacent to the Walk/Don't Walk signs for pedestrians, passive "LOOK BOTH WAYS", W82-1 signs, and tactile strips in compliance with ADA requirements. Trucks larger than WB40 will have designated routes or apply for special permits approved by the city.

#### The Design-Build Contractor

LACMTA will award a design-build contract to advance the design, construct the crossings and support coordination with crossing stakeholders and CPUC as necessary. The design-build contractor will develop designs for drainage, final grading, and other elements in compliance with established criteria, AREMA and other standards. The design-build contractor will advance designs following required standards and provide a compliance submission of 100% design level drawings to the stakeholders no later than 60 days prior to commencing crossing construction. The design-build contractor will resolve comments as necessary. The compliance submission will serve to ensure safety is not compromised, such that:

- The traffic signals, signs and other equipment locations maybe adjusted, but cannot result
  in equipment removal or restrict visibility of signals and signs, without agreement of
  sufficient safety measures.
- Drainage, utilities, street grade, track profiles, alignment, and other preliminary designs
  provided in this application must be finalized to determine final locations for crossing
  and traffic equipment, and if additional safety measures are necessary.

- Width of traffic lanes, crossing, crosswalks, sidewalks, medians, and similar features
  maybe adjusted, but cannot compromise the minimum width required by design criteria,
  CA-MUTCD, ADA or other requirements without prior approval.
- Additional safety enhancements such as additional traffic signals heads, signage, striping, etc. maybe considered.
- Final traffic signals designs, specifications, phasing, timing, preemption, etc. must be provided for both 100% design and the as-built configuration.
- Pavement markings and striping to be complaint with CA-MUTCD, city and design criteria requirements, and documented analysis and approval if criteria cannot be met.

The design-build contractor will recommend backup prevention queue loops locations, accounting for traffic flow, loop detection delay and traffic signal cycle time, in efforts to prevent motorists from queuing on the crosswalks as applicable. The queue-loop locations and queue cutter transition time will be included in the compliance submission of 100% design level drawings for stakeholder reviews. For locations with IIRPM, design-build contractor will provide design details showing visibility application for motorists and pedestrians as applicable, particularly for bi-directional IIRPM. The design-build contractor will coordinate with LACMTA and the City for IIRPMs selection and location.

No significant changes to the CPUC approved crossing designs can be made without securing CPUC staff approval. In the event the design-build contractor does not comply with the above-mentioned bullets and significantly changes the crossing safety design approved by the CPUC, the design-build contractor must attain formal CPUC modification approval or reconstruct the crossing to meet CPUC approval.

#### Five-Year Request for Completion

LACMTA requests a five-year period to complete construction of the crossings, as the Project includes several crossings, stations, and other work to be completed as part of the scope.

IX (Public Benefit)

As required by the CPUC Rules of Practice and Procedures 3.7c, the public will benefit from the delivery of supplementary public transportation by providing LRT service in the cities of Los Angeles and San Fernando, resulting in lower greenhouse gas effects, and reducing traffic congestion in these areas. The proposed crossings improvements, in connection with the LRT service, will increase safety and provide transportation benefits to system users.

#### X (Grade Separation Practicability)

Grade separation is not practicable for the proposed six (6) highway-rail crossings because the street-running LRT alignment and stations are in the center of the existing Van Nuys Boulevard. Grade separation is not feasible due to clearance restrictions from existing adjacent businesses, sidewalks, motorist traffic lanes, and ADA requirements. The property is not available to provide grade separated tunnels or bridges at these locations. Additionally, the design and geometry of the LRT stations does not allow for clearances of ramps, stairs or other grade separated access without further significantly removing existing motorist traffic. The Project will close several crossings to support safety on Van Nuys Boulevard.

#### XI (Authorization)

This application requests authorization to construct at six (6) highway-rail crossings. In general, the application request includes addition of two (2) LRT tracks, stations, and grade crossings within the existing street-running segment; therefore, authority sought in this application is requested pursuant to PU Code 99152 and is made in accordance with Rule 3.7 through 3.11 of the Commission's Rules of Practice and Procedure.

#### XII (Environmental Clearance)

In accordance with CPUC Rules of Practice and Procedure 3.9(a), the project's Final Environmental Impact Statement/ Environmental Impact Report (FEIS/FEIR) was certified in 2020. The FEIS/FEIR signature page and Notice of Availability is included as Exhibit F.

A copy of the full FEIS/FEIR and DEIS/DEIR, including addenda are also provided in the attached one (1) Archival Grade DVD and six (6) additional copies in the CD-ROMs attached as Exhibit F. Alterations of the subject crossings requested herein are within the scope of the FEIS/FEIR cited above. If there are changes to the FEIS/FEIR, the revised requirements will be incorporated by an addendum.

Additionally, the Project has been environmentally cleared in accordance with National Environmental Policy Act (NEPA) requirements. The Record of Decision (ROD) is included in Exhibit G.

The FEIS/FEIR and LACMTA Board approval reports specifies that the Project's benefits outweigh and override its unavoidable significant impacts as listed below:

- The Project successfully meets all of the project objectives, which reflect LACMTA's
  mission to meet public transportation and mobility needs for transit infrastructure while
  also being a responsible steward of the environment and considerate of affected agencies
  and community members when planning a fiscally sound project.
- The Project provides more reliable operations and connections between key transit hubs and routes throughout the immediate and exterior study area.
- 3. Implementation of the Project would enhance transit accessibility/connectivity to a multitude of local and regional destinations, and the greater Los Angeles County regional transit network by connecting to the Sylmar/San Fernando Metrolink Station in the north and the Metro Orange Line Station in the south. New links between the Project and other transit lines would improve transit travel time for residents throughout the County and increase transit service efficiency by improving public transportation travel speeds and passenger throughput.
- 4. The implementation of the Project would provide additional transit options in a largely transit- dependent area, which may indirectly contribute to the upwards social mobility of residents in the region. Because of the centralized trip patterns, transit accessibility and connectivity are integral to project study area resident travel needs (35 percent are transitdependent).
- 5. The Project is expected to decrease daily Vehicle Miles Traveled (VMT) under the future year 2040 with project conditions, by 78,131 miles compared to the No-Build Alternative by promoting modal shift to transit from private vehicles within the eastern San Fernando Valley, which will reduce energy consumption and lower emissions of some air

pollutants, including greenhouse gas emissions and other pollutants that currently contribute to our regional air quality problems, resulting in beneficial air quality and climate change effects.

The Project would address the increasing travel demand in the region.

#### XIII (Environmental and Social Justice Action Plan (ESJ))

This Application and Project are consistent with the Action Plan and the CPUC's vision to advance equity in its programs and policies for Environmental Justice and Social Justice (ESJ) Communities. The Project's environmental review process included an extensive public outreach program and prepared a FEIS/FEIR in accordance with the California Environmental Quality Act (CEQA) that analyzed the potential ESJ impacts of the Project.

Section 4.17-Environmental Justice of the FEIS/FEIR summarizes the assessment of the Project's impacts on minority and low-income population using the CEQ Environmental Justice Guidance, USDOT Order 5610.2(a) and FTA Circular 4703.1. The study determined that ESFV LRT operations would not result in disproportionately high and adverse effects on minority and low-income populations. This Project supports the nine (9) ESJ goals of the CPUC:

## Goal 1: Consistently integrate equity and access considerations throughout CPUC regulatory activities.

 Section 4.17.2.1 and Appendix DD of the FEIS/FEIR summarizes the public involvement process including Community and Meetings with Environmental Justice Communities.

# Goal 2: Increase investment in clean energy resources to benefit ESJ communities, especially to improve local air quality and public health

 Sections ES:1 and 4.17.2.1 of the FEIS/FEIR summarizes the mobility and environmental benefits including support of the South Coast AQMD Governing Board Environmental Justice Initiative.

## Goal 3: Strive to improve access to high-quality water, communications, and transportation services for ESJ communities

 Section 4.17.3.2 of the FEIS/FEIR summarizes the benefits of providing LRT transportation to an ESJ community.

#### Goal 4: Increase climate resiliency in ESJ communities

 Section 4.7.2. of the FEIS/FEIR summarize the LRT emissions benefits, including a reduction of 13 Million Metric Tons of CO2.

Goal 5: Enhance outreach and public participation opportunities for ESJ communities to meaningfully participate in the CPUC's decision-making process and benefit from CPUC programs

 Section 4.17.2.1 and Appendix DD of the FEIS/FEIR summarizes the public involvement process including community meetings with Environmental Justice Communities.

Goal 6: Enhance enforcement to ensure safety and consumer protection for all, especially for ESJ communities

 Section 4.14 of the FEIS/FEIR summarizes approach to maximize the benefits of transit service and improve access to public transit by making it convenient, safe, and attractive for users.

Goal 7: Promote economic and workforce development opportunities in ESJ communities

 Section 4.3 of the FEIS/FEIR references detailed guidelines to assess economic and fiscal impacts, including Section 15131(b) of the State CEQA Guidelines.

Goal 8: Improve training and staff development related to environmental and justice issues within the CPUC's jurisdiction

Applicant defers to CPUC staff in relation to this internal CPUC goal.

Goal 9: Monitor the CPUC's environmental and social justice efforts to evaluate how they are achieving their objectives.

Applicant defers to CPUC staff in relation to this internal CPUC goal.

#### XIII (Exhibits)

The Following Exhibits are transmitted as required by the CPUC Rules of Practice and Procedures 3.7:

Exhibit A1: Vicinity map showing the crossings in relation to the existing roads;

Exhibit A2: Aerial intersection map for the crossings;

Exhibit B1: Sylvan St

Exhibit B2: Kittridge St

Exhibit B3: Valerio St

Exhibit B4: Lanark St

Exhibit B5: Chase St

Exhibit B6: Plummer St

Exhibit C: Meeting Minutes from 1/20/2021 Crossing Diagnostics (agreement of interested

parties)

Exhibit D: ESFV Project List of Crossings

Exhibit E: LACMTA/City of LA Master Cooperative Agreement

Exhibit F: The Final Environmental Impact Statement/ Final Impact Report (FEIS/FEIR)

legal description letter, FEIS/FEIR and DEIS/DEIR copied to one (1) Archival Grade DVD

and FEIS/FEIR AND DEIS/DEIR copied to six (6) CD-ROMs

Exhibit G: National Environmental Policy Act (NEPA) Record of Decision (ROD)

Exhibit H: The Scoping Memo Information for the Application.

#### XIV (Temporary Traffic Controls)

The Design-Build contractor will be responsible for meeting the terms and conditions of the prescriptive specifications of the contract that will require submittal of a Traffic Maintenance Plan design that maintains traffic movements, private entrance access, safety mitigations and minimizes congestion. The Traffic Maintenance Plan shall comply with all applicable rules including CPUC General Orders and temporary traffic controls as described in the CA-MUTCD, as amended.

#### XV (Order)

WHEREFORE, the Los Angeles County Metropolitan Transportation Authority respectfully requests that the California Public Utilities Commission (CPUC) issue an order authorizing:

- LACMTA to construct six (6) highway-rail crossings adding two Light Rail Transit (LRT) tracks and station access.
- 2. The crossings shall have the configurations described and specified in this application and its attachments. The crossings shall be identified by the following CPUC Crossing Numbers:

No.	Crossing	PUC Number
1	Sylvan Street	84F-0.35
2	Kittridge Street	84F-0.77
3	Valerio Street	84F-1.74
4	Lanark Street	84F-2.64
5	Chase Street	84F-3.12
6	Plummer Street	84F-4.37

- The order authorizes the crossings upon terms and conditions, and divisions of costs and expenses as set forth above.
- The order provides five years from date of such order within which to complete the work.
- 5. The order provides such further relief as the Commission deems proper.

Dated this _	22	_day of _	April	, 2022 at Los Angeles, California by:
			Monic Born	o=LA Metro, ou=Program
			Monica Bo	orn
			LACMTA	Deputy Executive Officer

#### VERIFICATION

I, Monica Born, am an employee of applicant, Los Angeles County Metropolitan Transportation Authority, and authorized to make this verification on its behalf. The statements in the foregoing document are true to my own knowledge, or believed, by myself, to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Dated this \_\_\_\_\_day of \_\_\_\_\_, 2022 at Los Angeles, California by:

Monica
Born

Digitally signed by Monica Born
DN: cn=Monica Born, c=US,
o=LA Metro, o=Program
Management,
email=bornm@metro.net
Date: 2022.04.21 21:57:33 -0700'

Ms. Monica Born

Deputy Executive Officer

East San Fernando Valley Transit Corridor

Los Angeles County Metropolitan Transportation Authority

777 S. Figueroa St., 11th Floor

Los Angeles, CA 90017

Email: BornM@metro.net

#### CERTIFICATE OF SERVICE

I, Monica Born, certify on behalf of Los Angeles County Metropolitan Transportation Authority, that this application with attachments is served to the interested parties on the below service list by e-mail as specified by Rule 1.9 of the Commission's Rules of Practice and Procedure.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this \_\_\_\_\_day of \_\_\_\_April \_\_\_, 2022 at Los Angeles, California by:

Monica
Born \_\_\_\_Brishly signed by Merica Born en US.

Obl. cre-Mories Born en US.

Management.

Date: 2022-04.21 21:57-85-0700'

Ms. Monica Born

Los Angeles County Metropolitan Transportation Authority

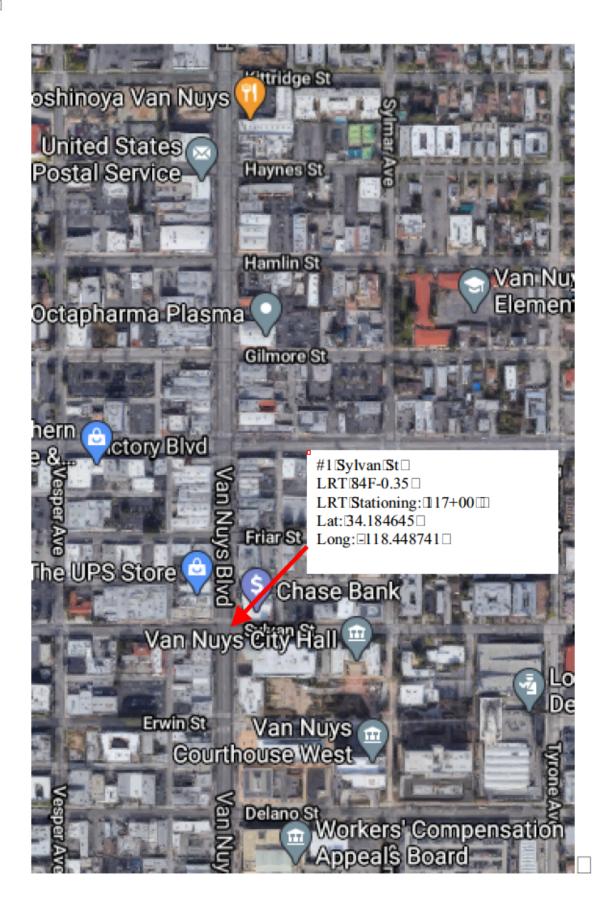
Mathew Bond	Jose Pereyra
California Public Utilities Commission	California Public Utilities Commission
320 W. Fourth Street, Suite 500	320 W. Fourth Street, Suite 500
Los Angeles, CA 90013	Los Angeles, CA 90013
mathew.bond@cpuc.ca.gov	jose.pereyra@cpuc.ca.gov
Antranig G. Garabetian	Shanna Foley
California Public Utilities Commission	California Public Utilities Commission
320 W. Fourth Street, Suite 500	320 W. Fourth Street, Suite 500
Los Angeles, CA 90013	Los Angeles, CA 90013
antranig.garabetian@cpuc.ca.gov	Shanna.Foley@cpuc.ca.gov
Roger Clugston California Public Utilities Commission 320 W. Fourth Street, Suite 500 Los Angeles, CA 90013 roger.clugston@cpuc.ca.gov	Curtis Tran  City of Los Angeles – BOE  1149 S. Broadway, Suite 700  Mail Stop 494-01  Los Angeles, CA 90015  curtis.tran@lacity.org
Ricardo Rivera City of Los Angeles 100 South Main Street, 10th Floor Mail Stop 725-31 Los Angeles, CA 90012 ricardo.rivera@lacity.org	Monica Born  LACMTA, ESFV  One Gateway Plaza  Los Angeles, CA 90012  BornM@metro.net
Dain Pankratz	Matt Freeman
Gannett Fleming Team, ESFV	Gannett Fleming Team, ESFV
Email Only	Email Only
dpankratz@boydcatongroup.com	mfreeman@mpf-tnr.com

# Exhibit A1: ESFV Project Vicinity Map

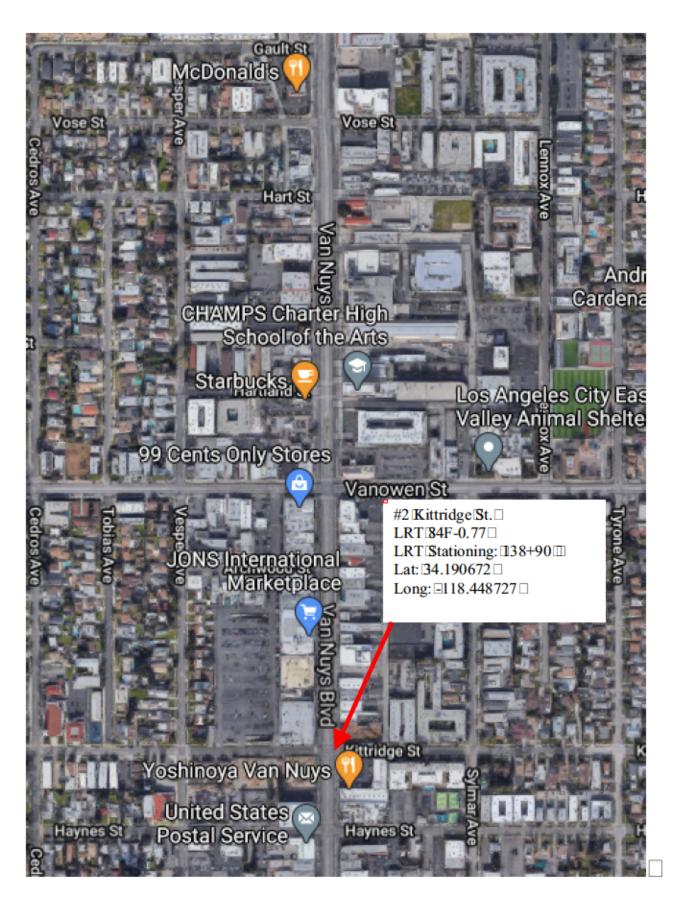
## **EAST SAN FERNANDO VALLEY TRANSIT CORRIDOR** SEGMENT A SEGMENT B SEGMENT C CITY OF LOS **ANGELES** MAINTENANCE & FACILITY (SEGMENT E) PACOIMA WASH -CULVERT PLUMMER ST CROSSING NORDHOFF STATION VAN NUYS/ METROLINK ROSCOE STATION VAN NUYS METRO ORANGE LINE STATION STATION VICTORY STATION WOODMAN STATION VAN NUYS BLVD SHERMAN WAY STATION LANARK ST EXISTING PACOIMA DIVERSION CHANNEL BRIDGE VALERIO ST EXISITING METROLINK/UPRR GRADE SEPERATION CROSSING KITTRIDGE ST — - CHASE ST ARLETA STATION EXISTING I-5 BRIDGE AUREL CANTON BLAD CANYON STATION J CITY OF LOS ANGELES VAN NUYS/ SAN FERNANDO STATION

Exhibit A2:	
Crossing Aerial Intersection I	Description Maps [

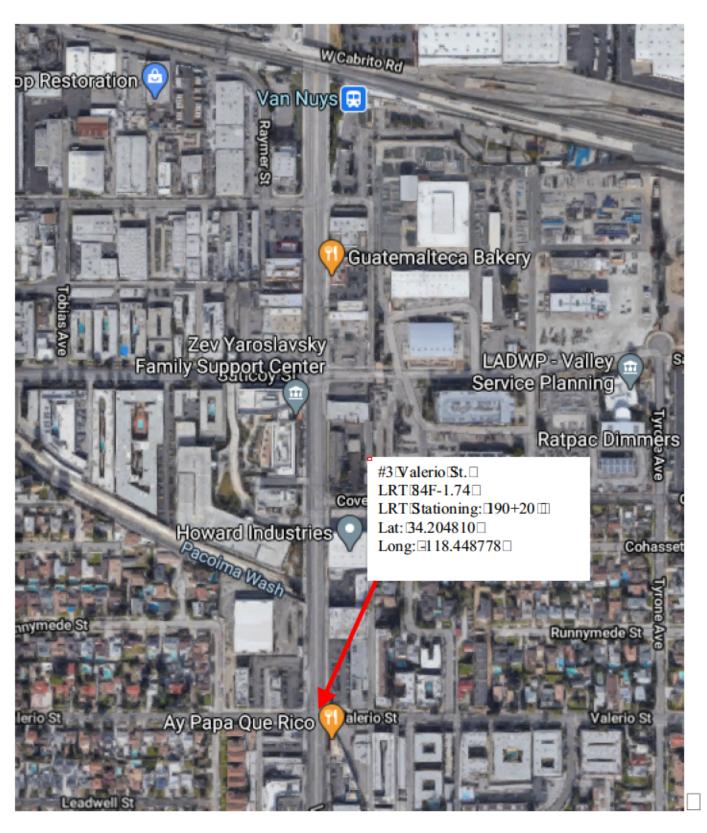




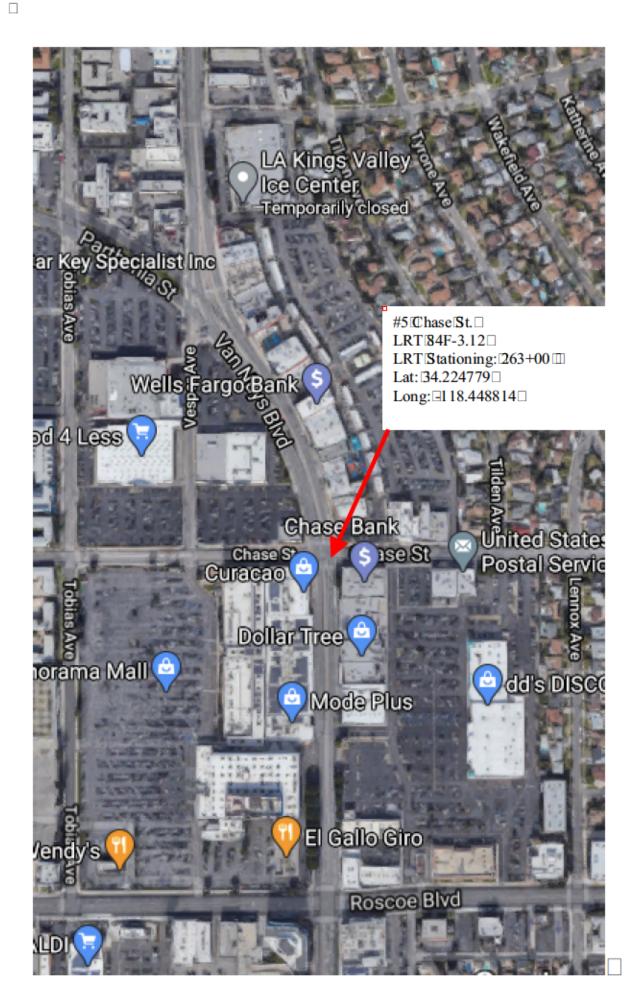














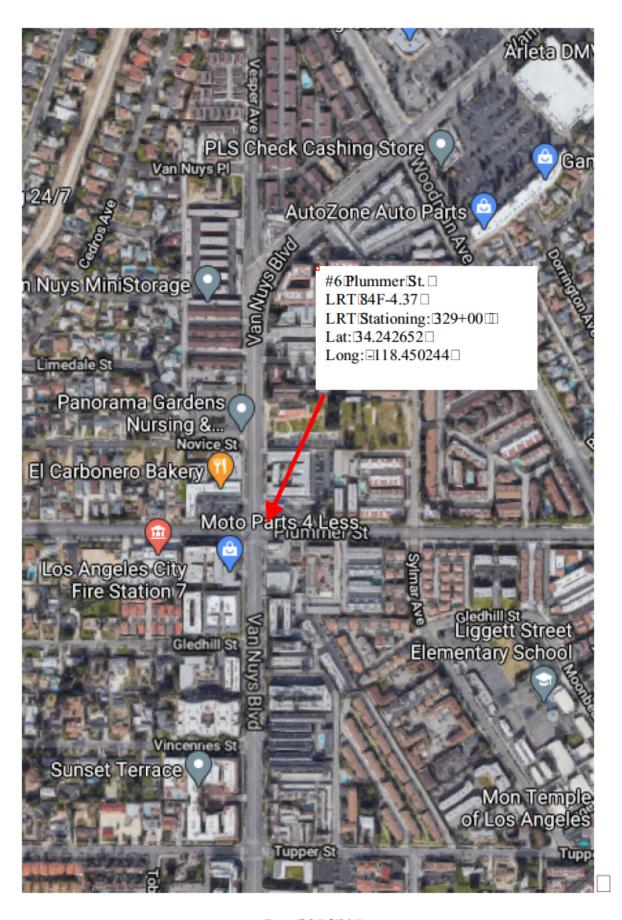
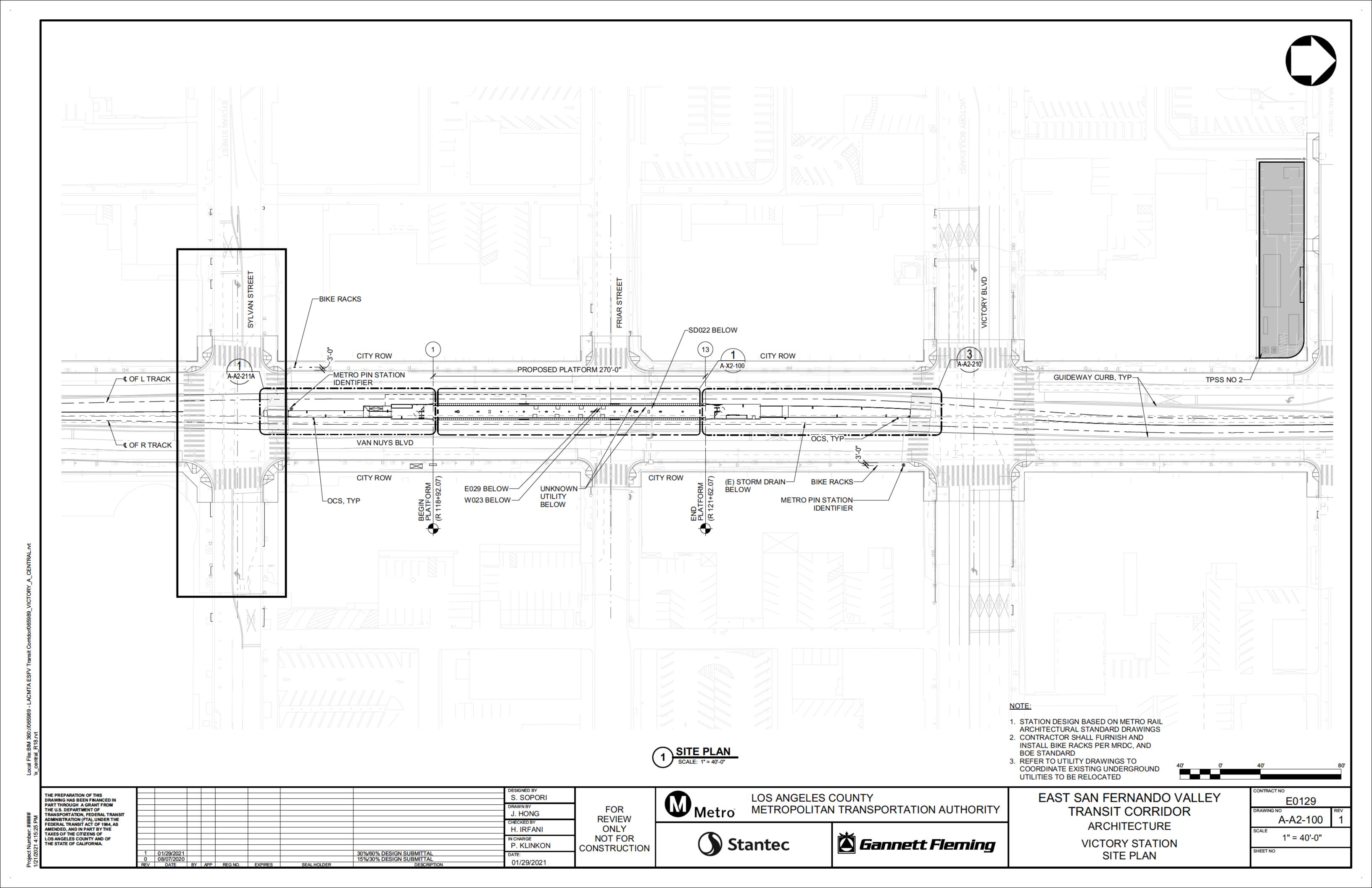
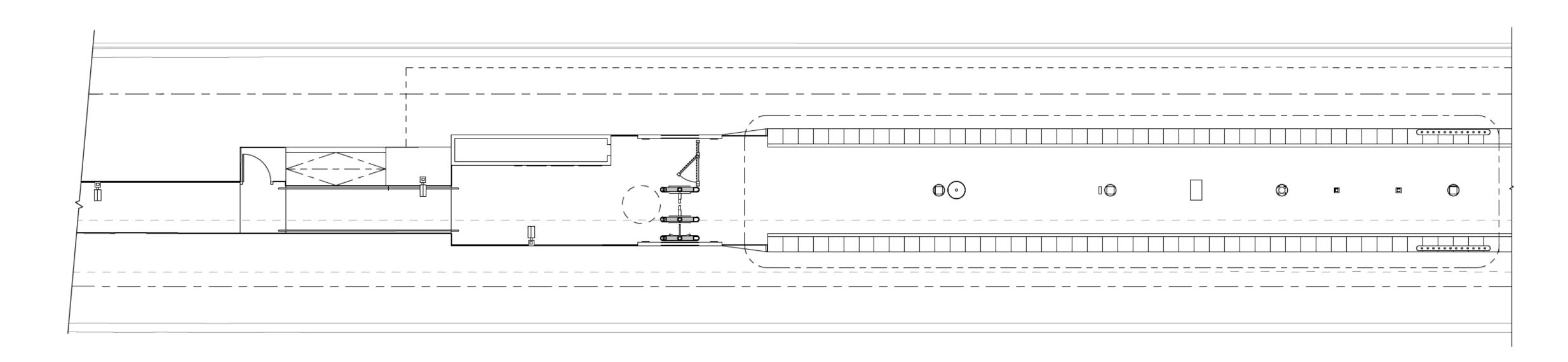
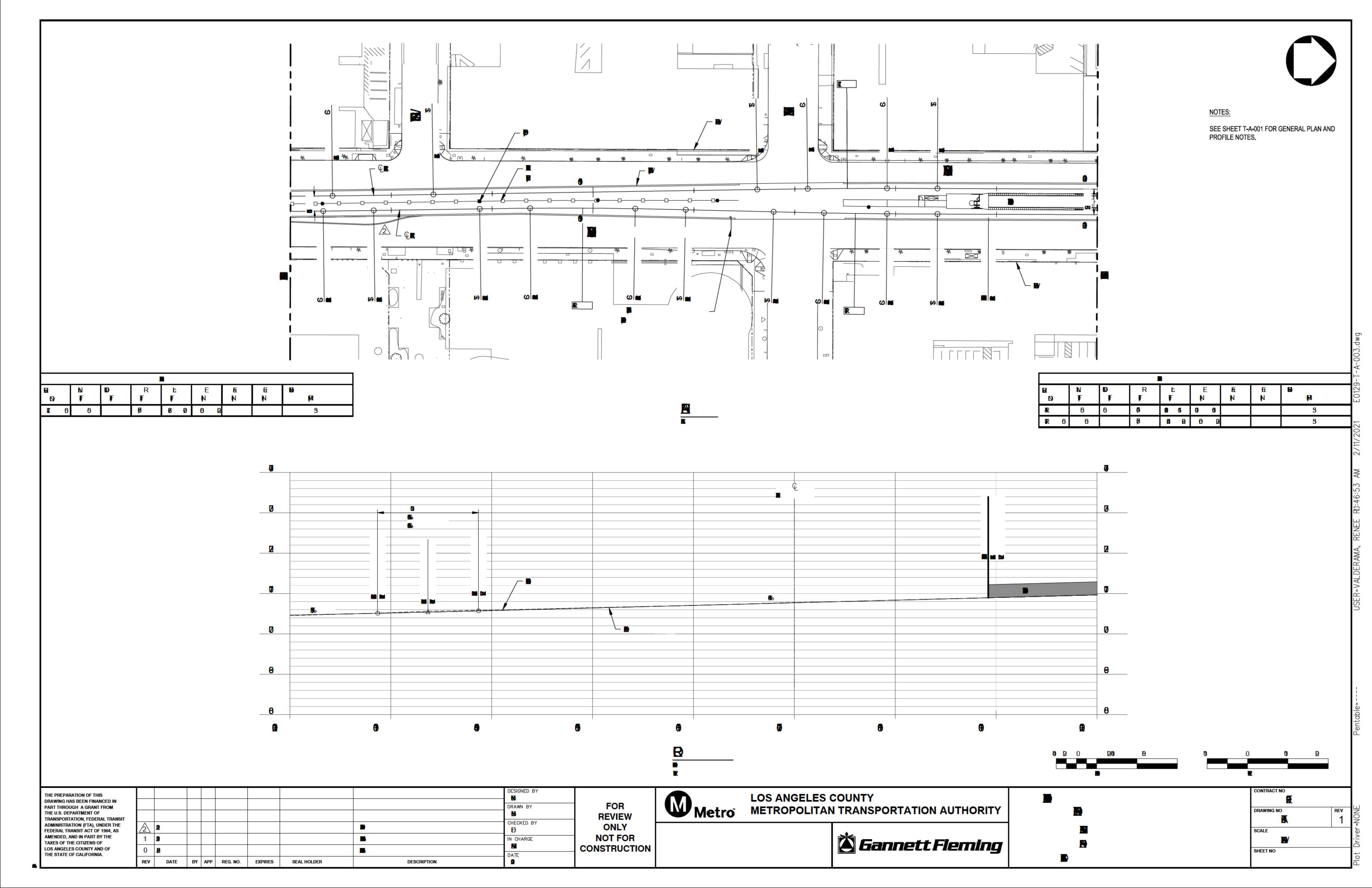
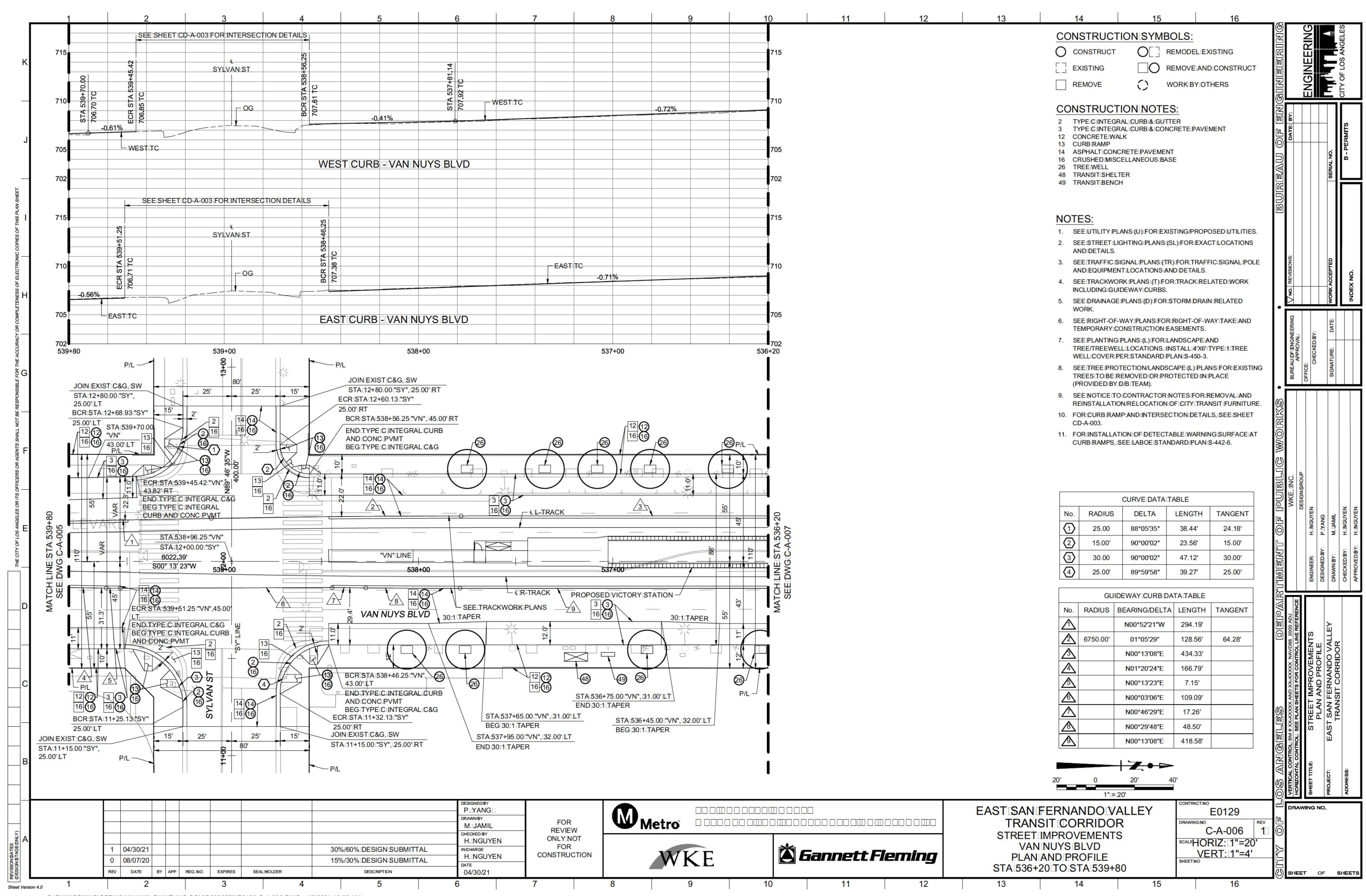


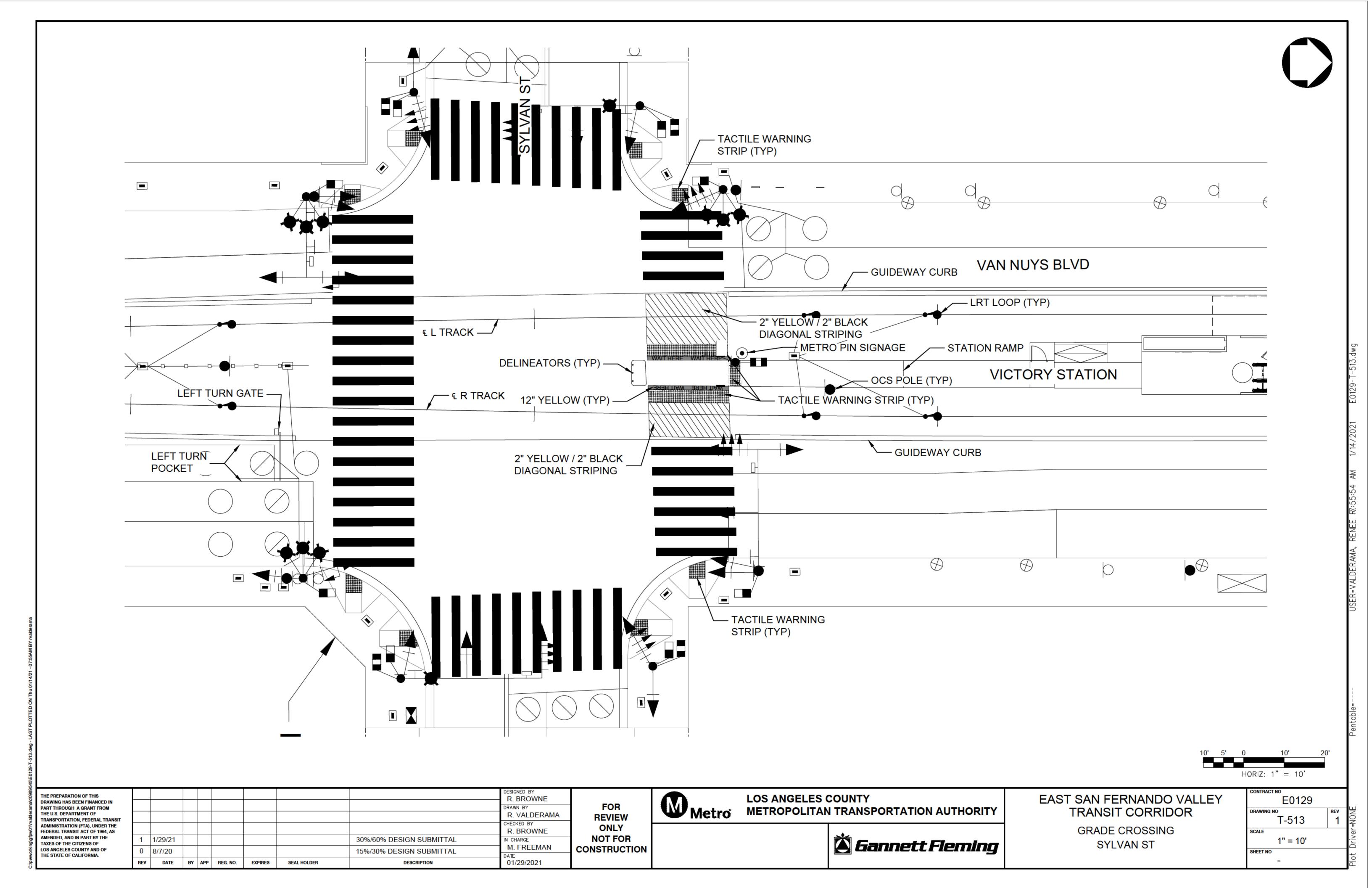
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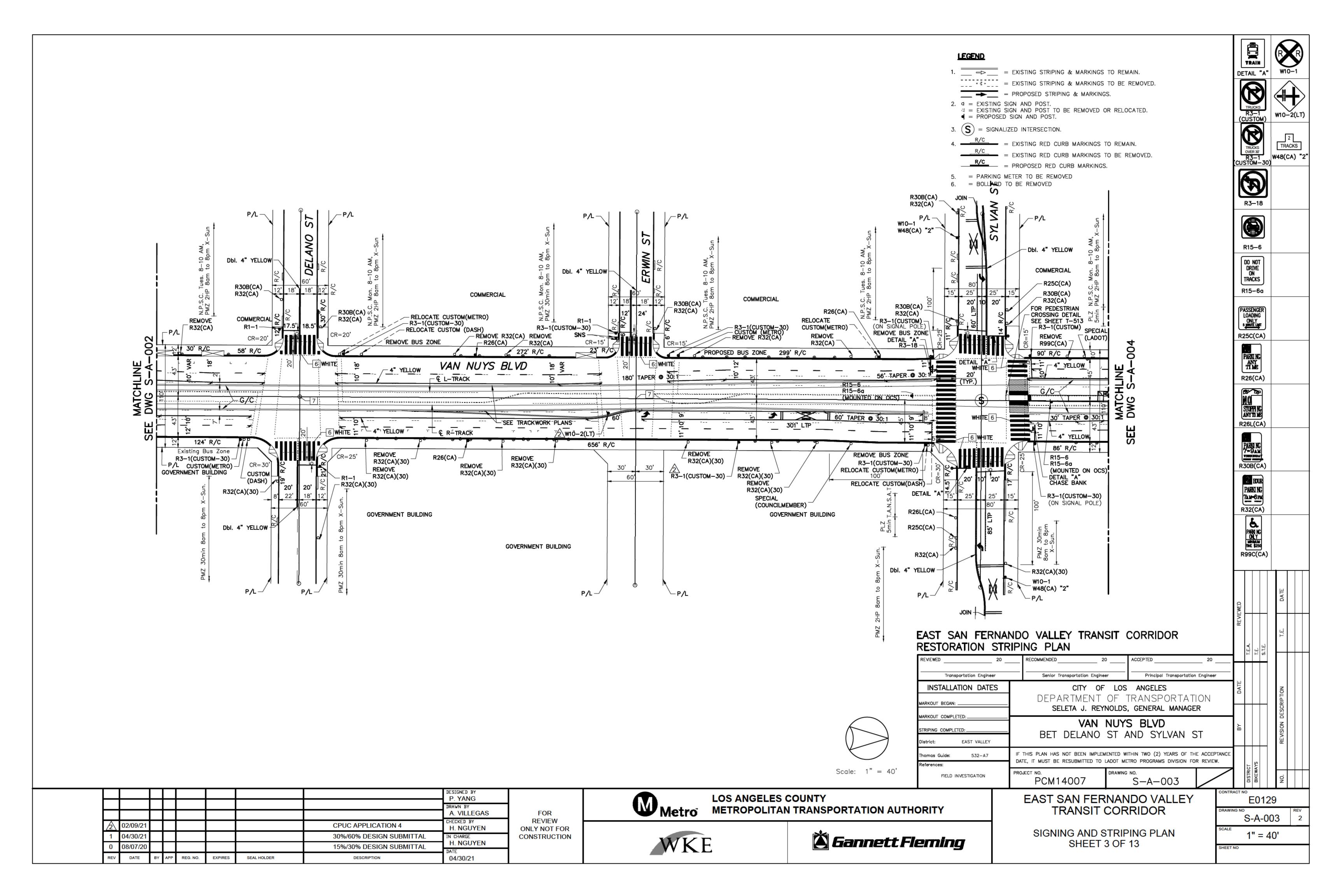


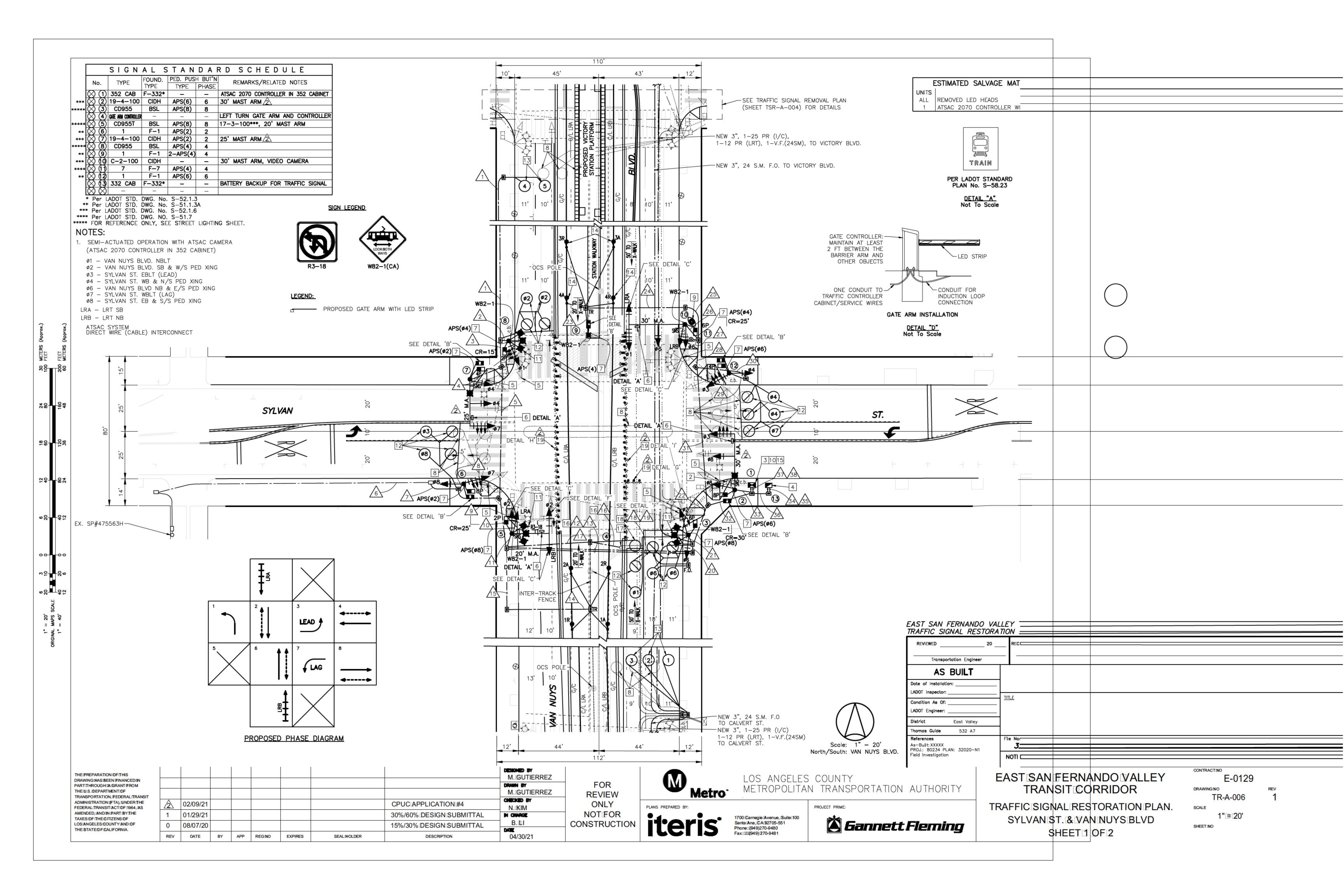


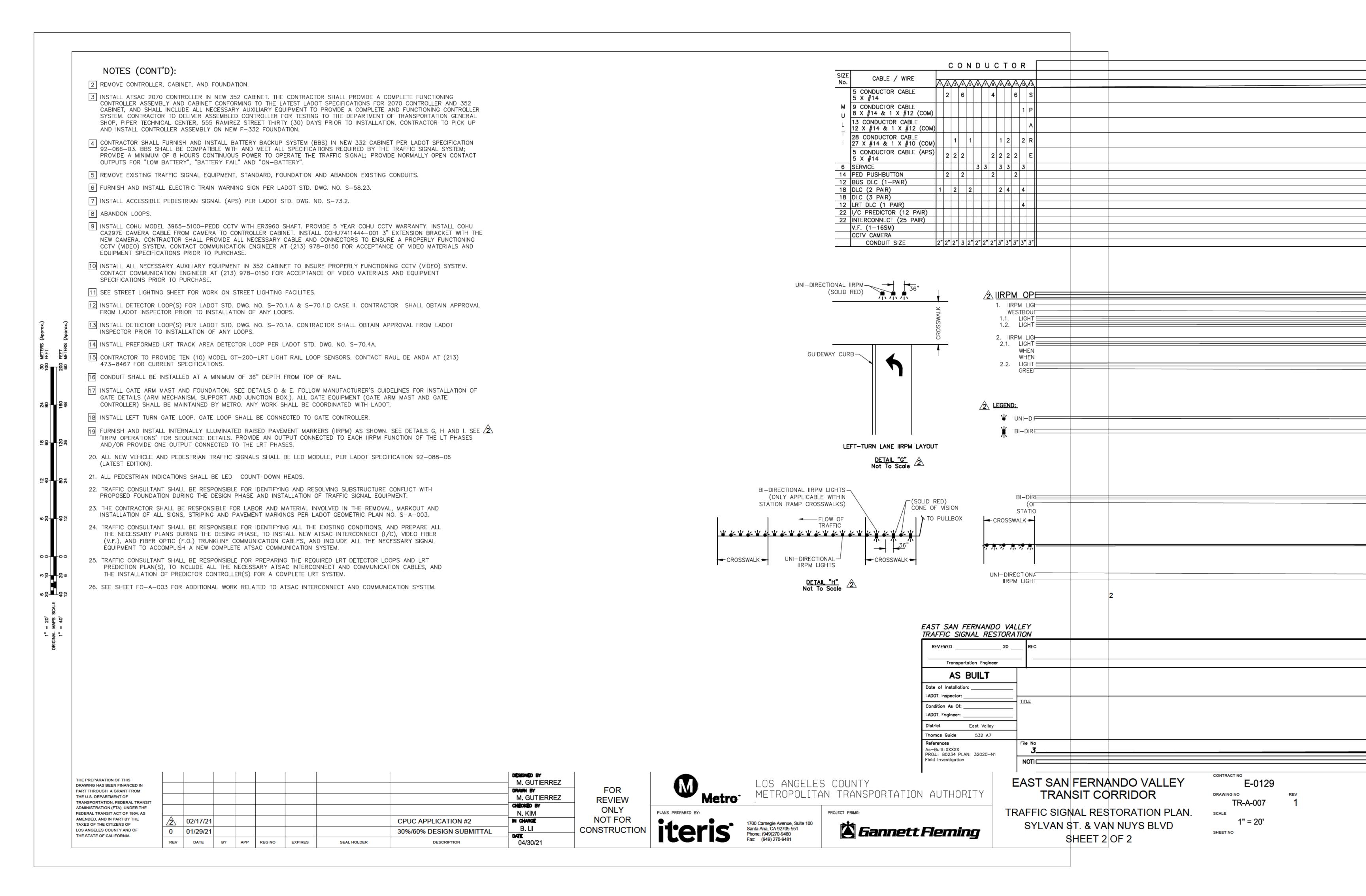


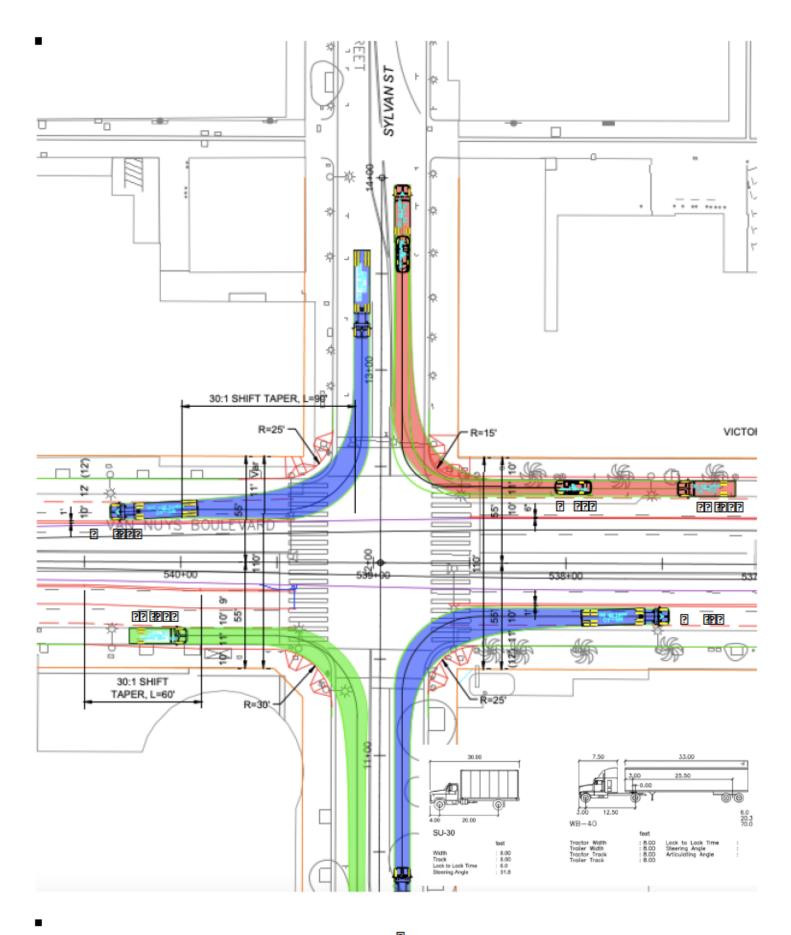














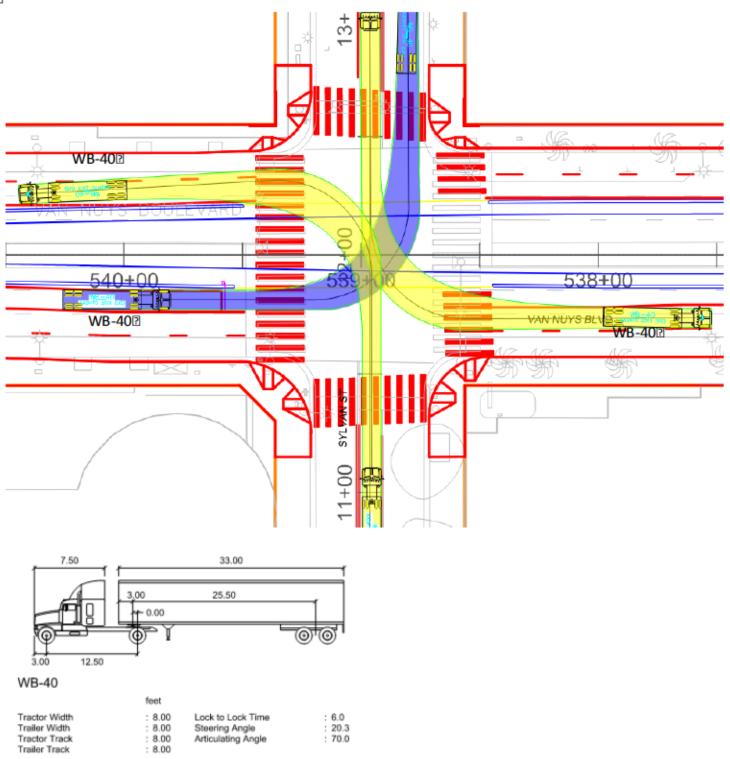
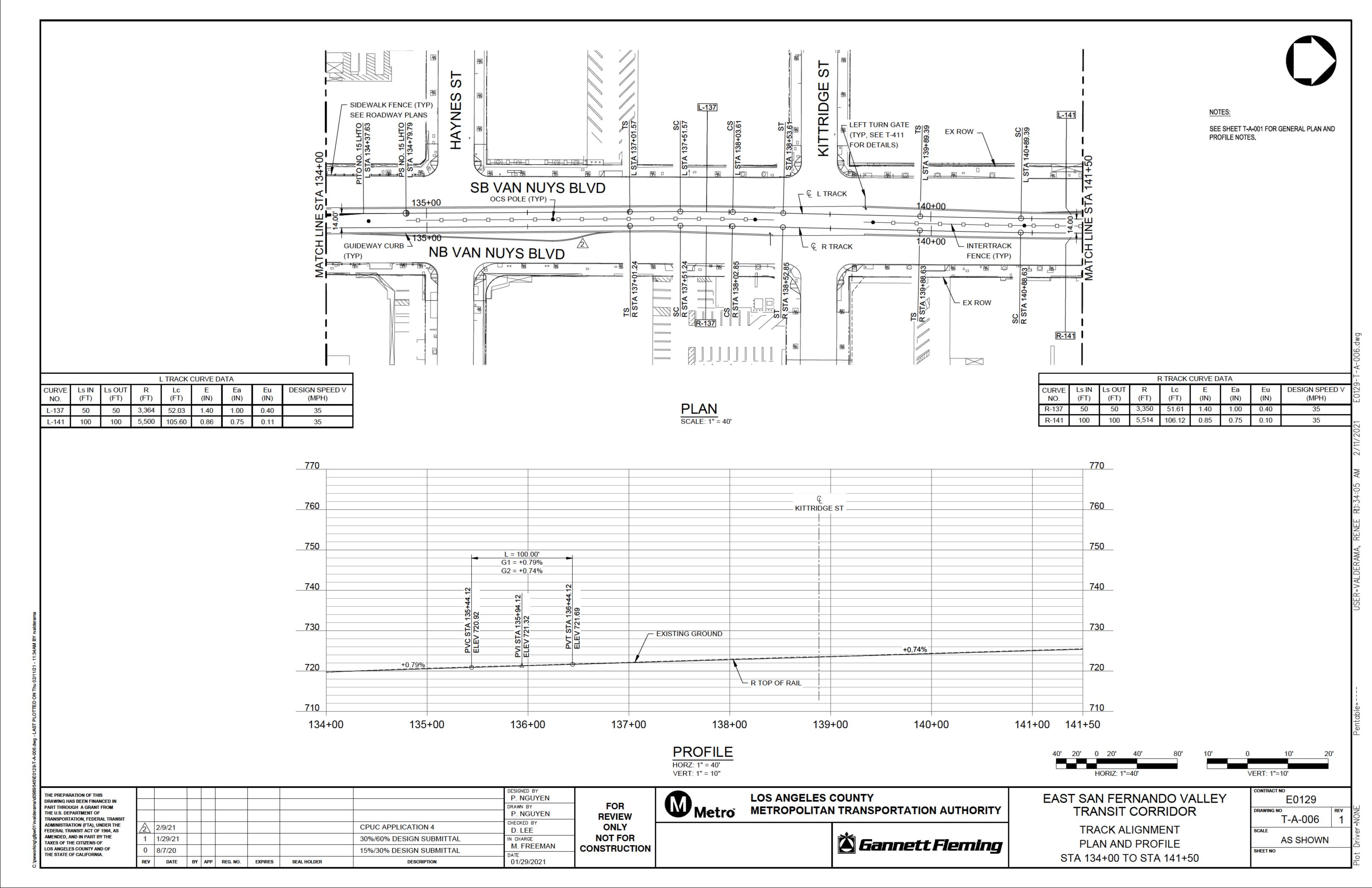
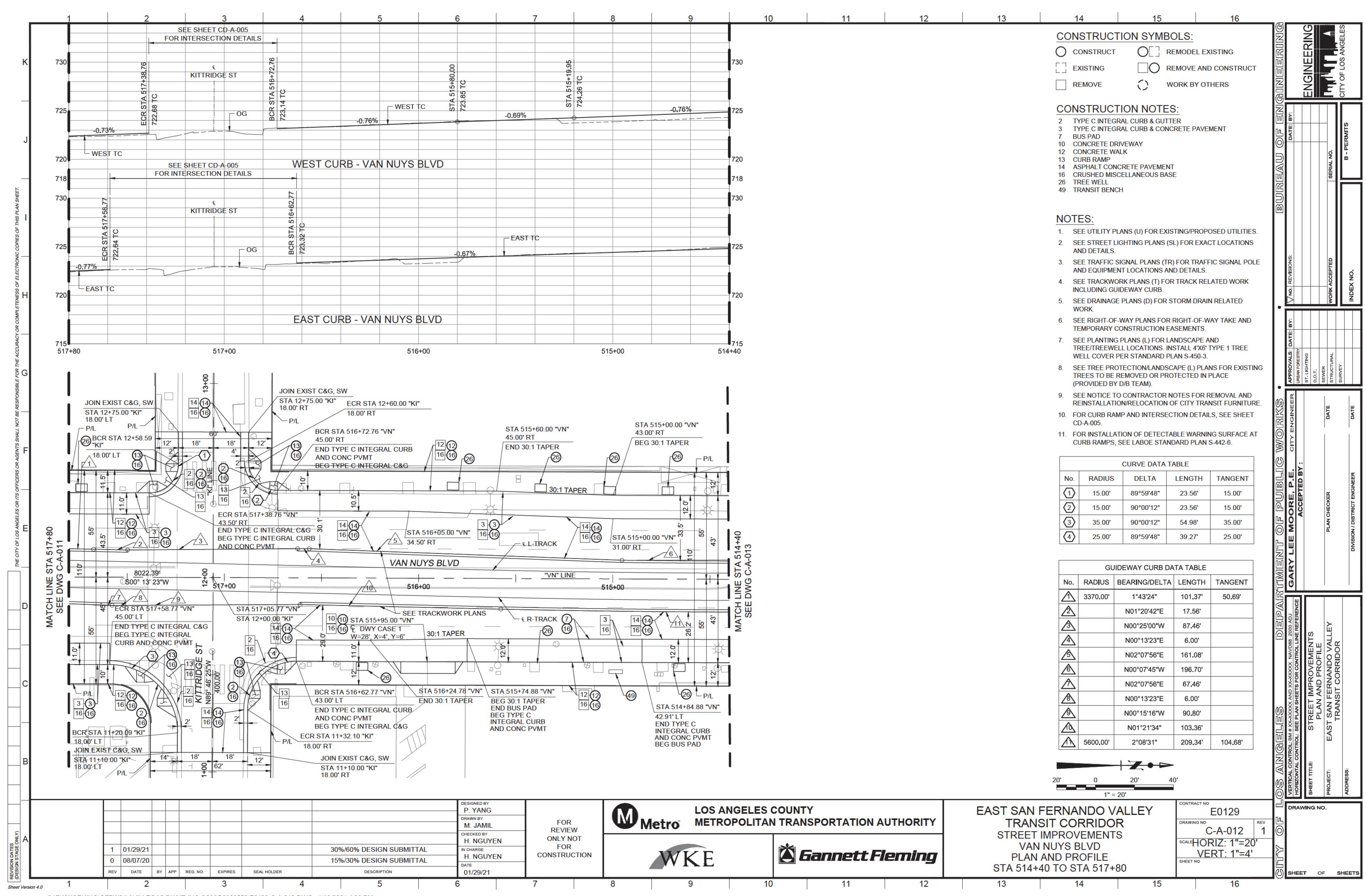
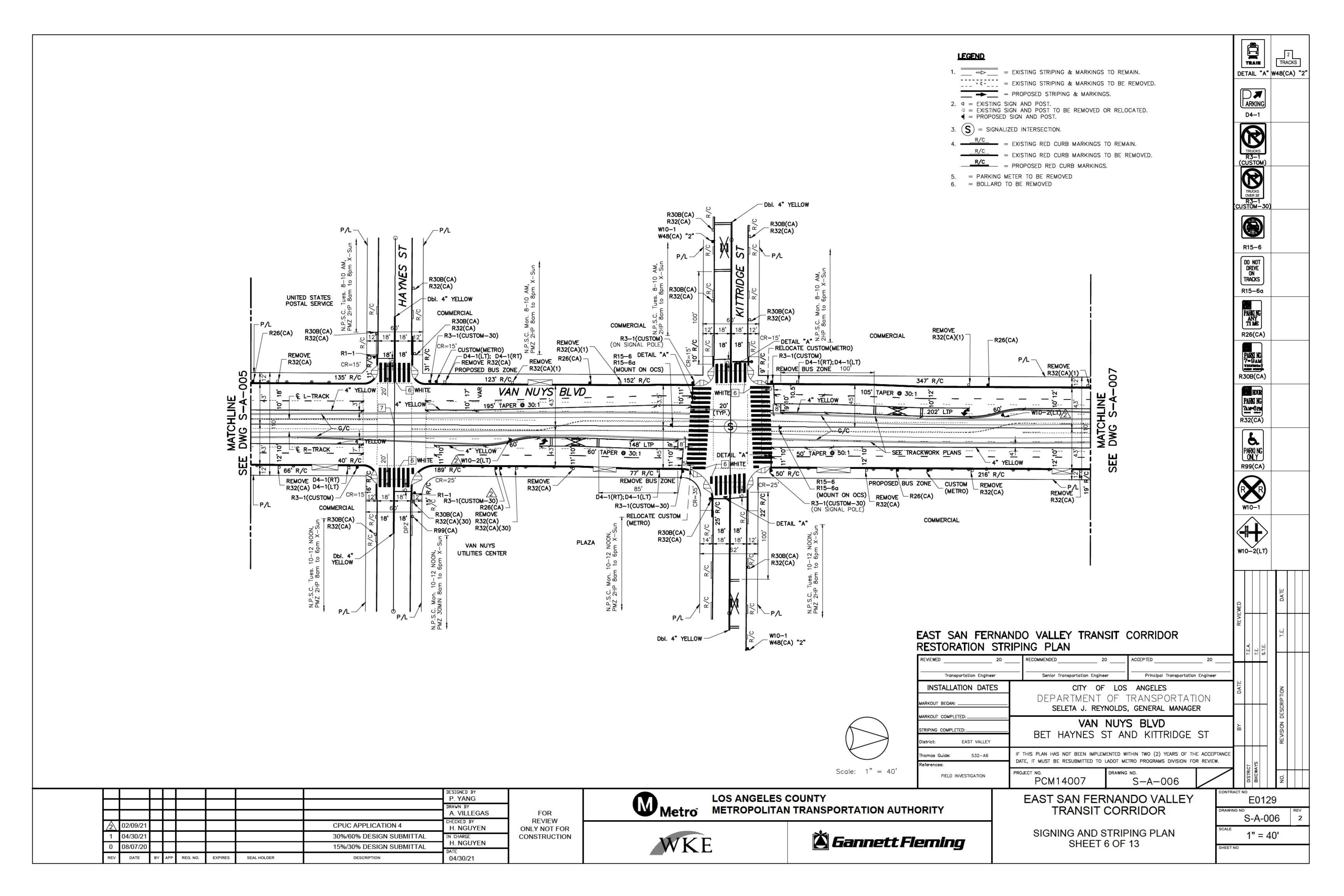
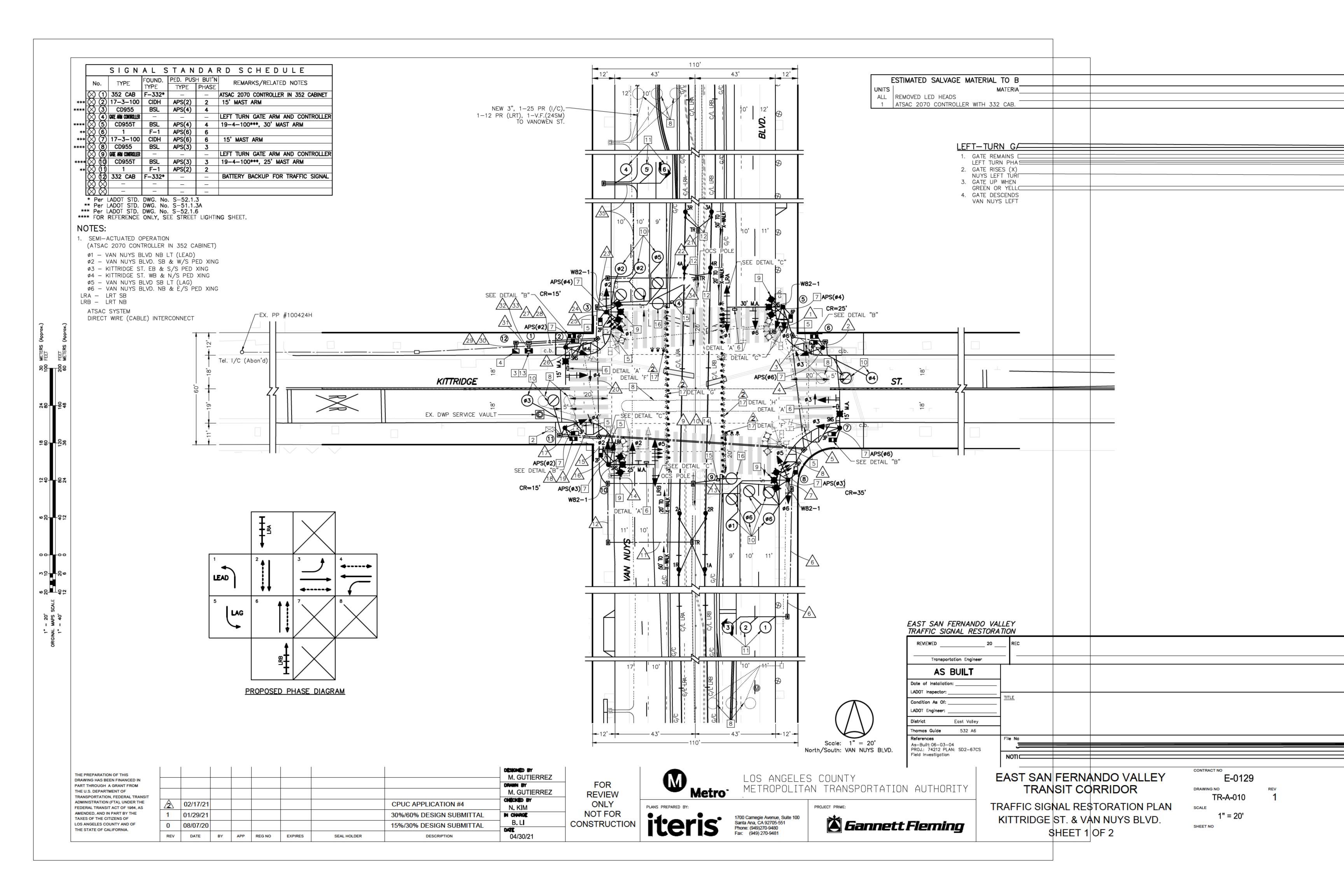


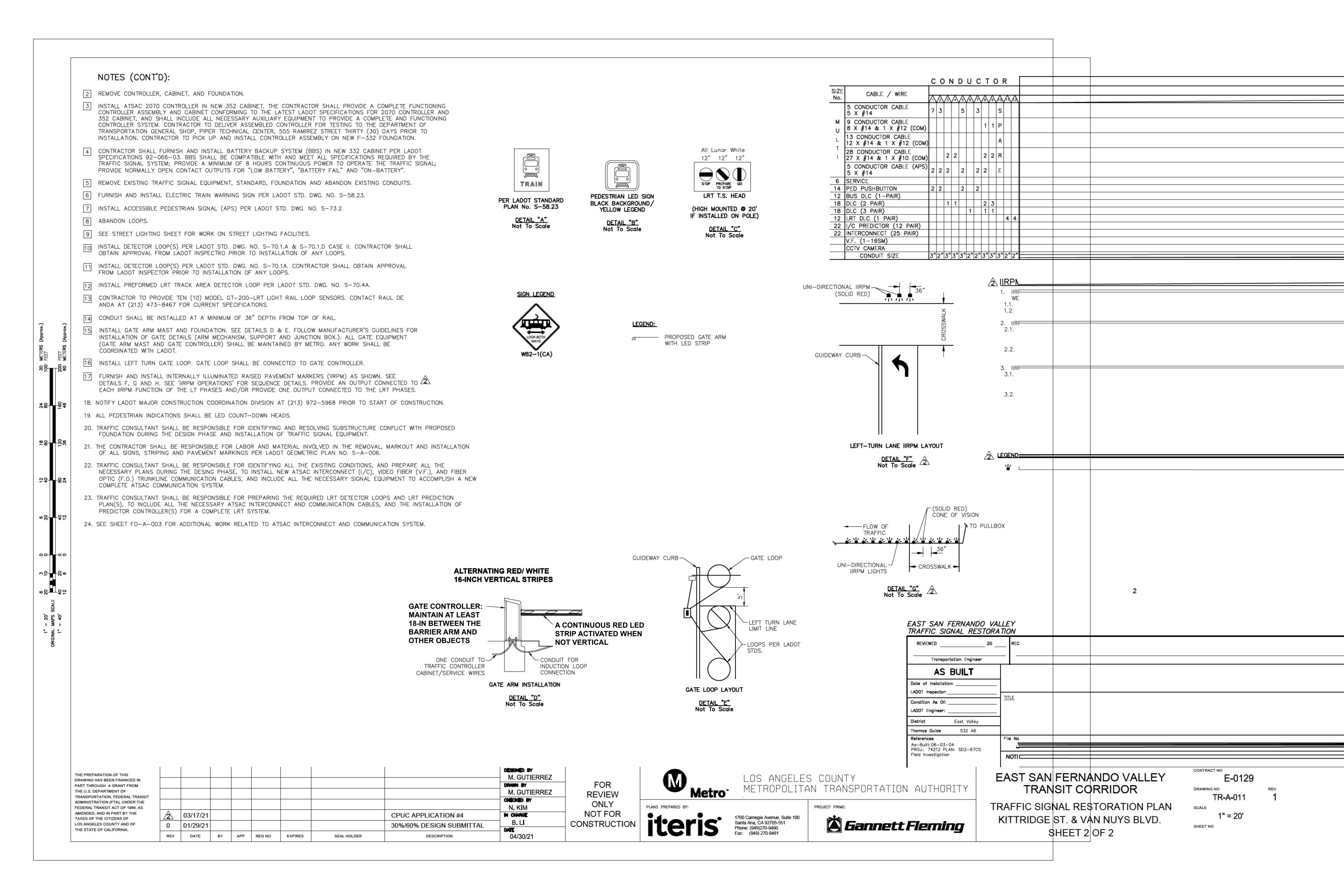
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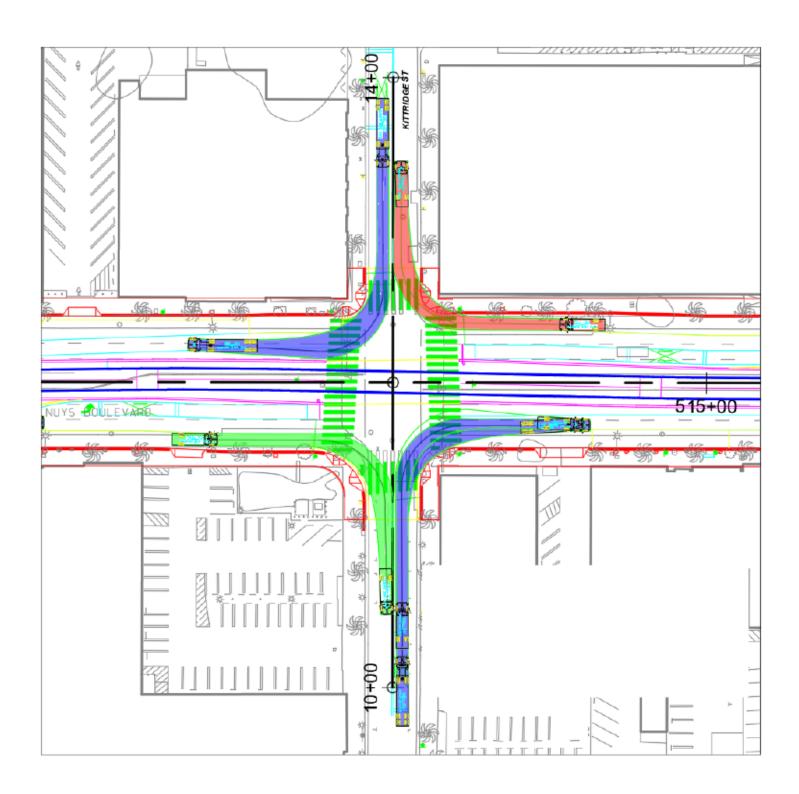












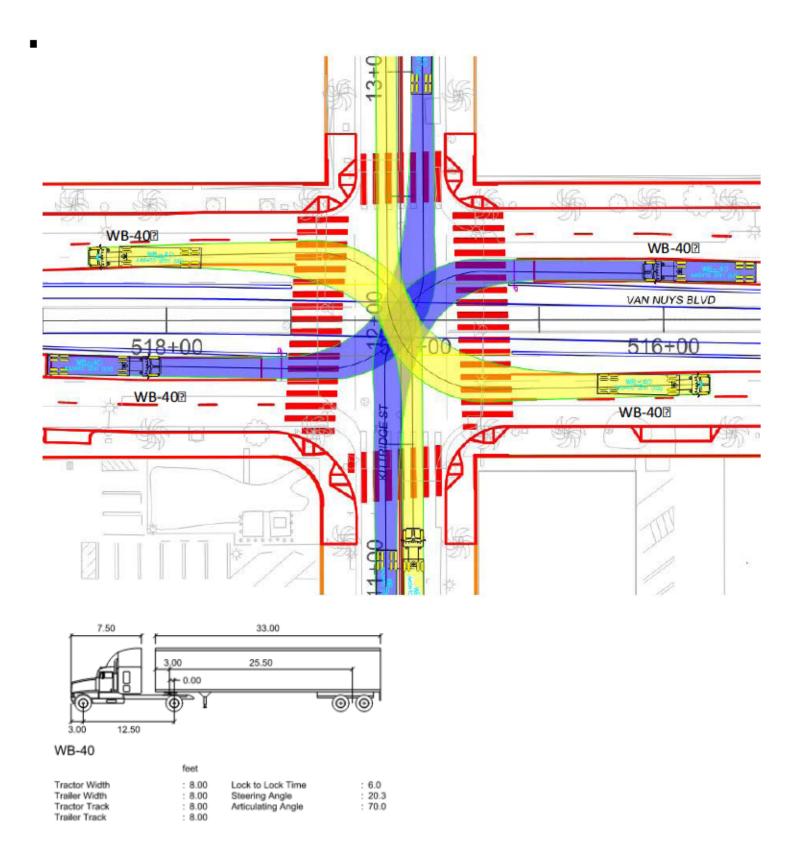
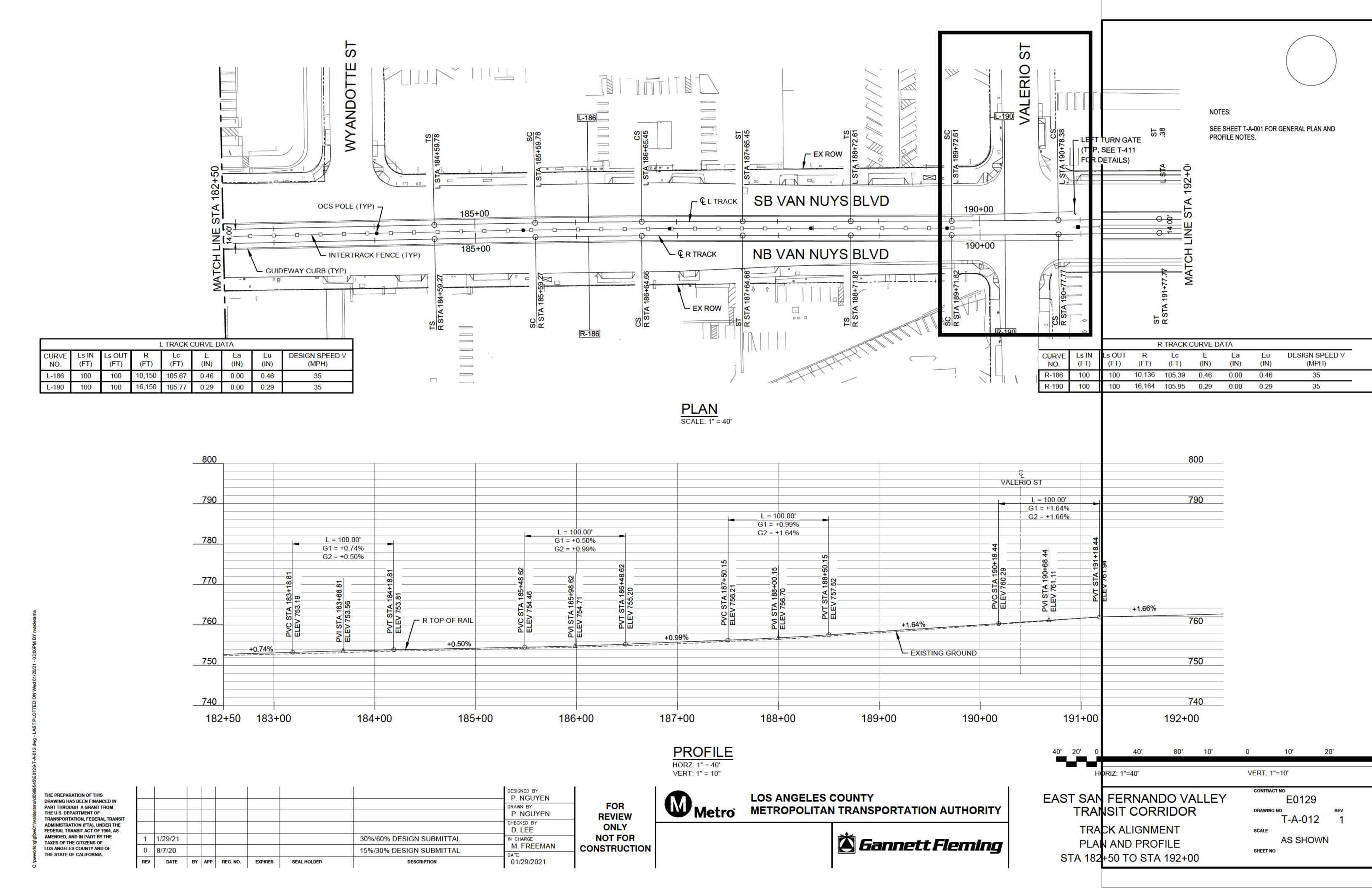
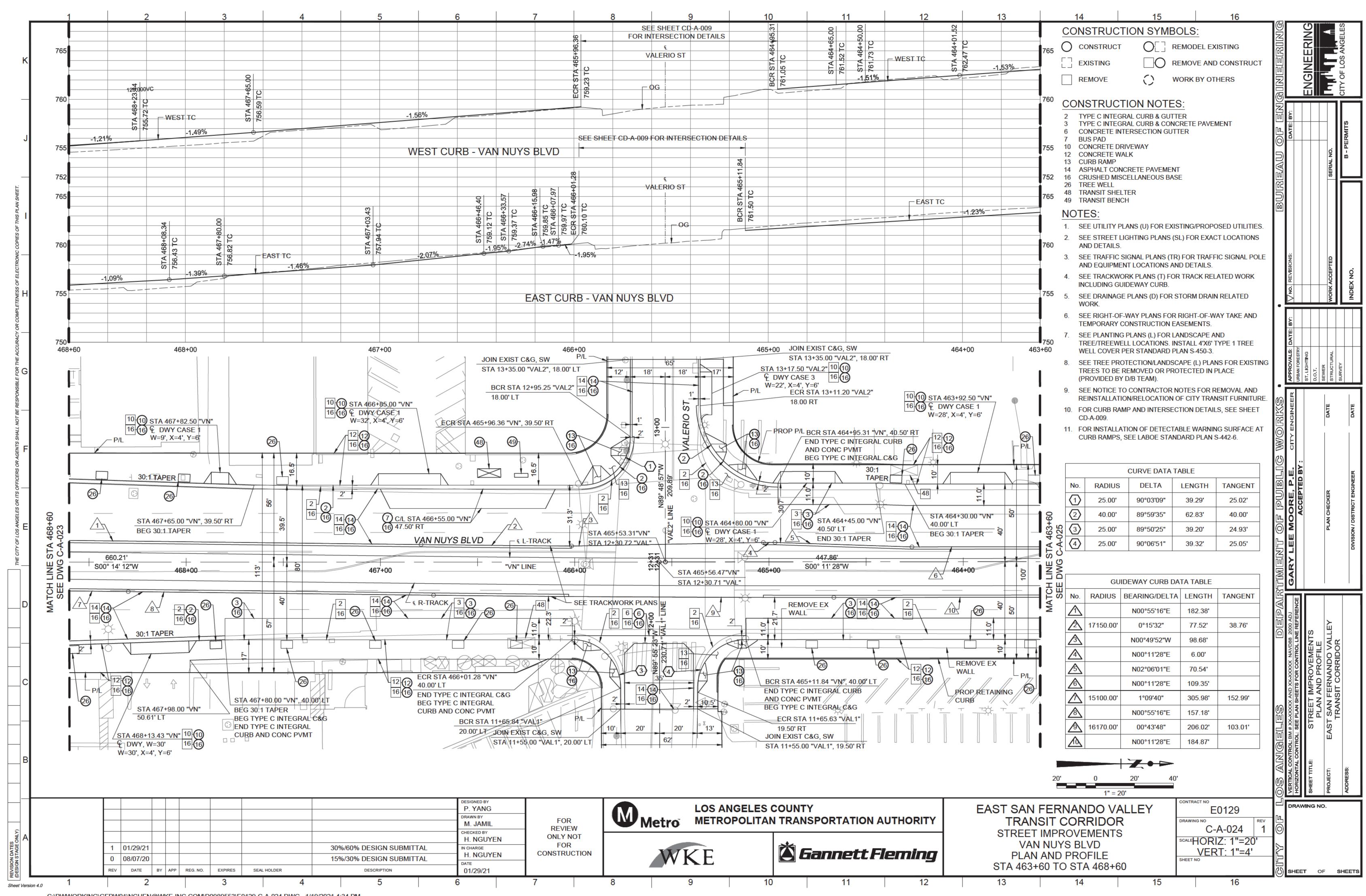
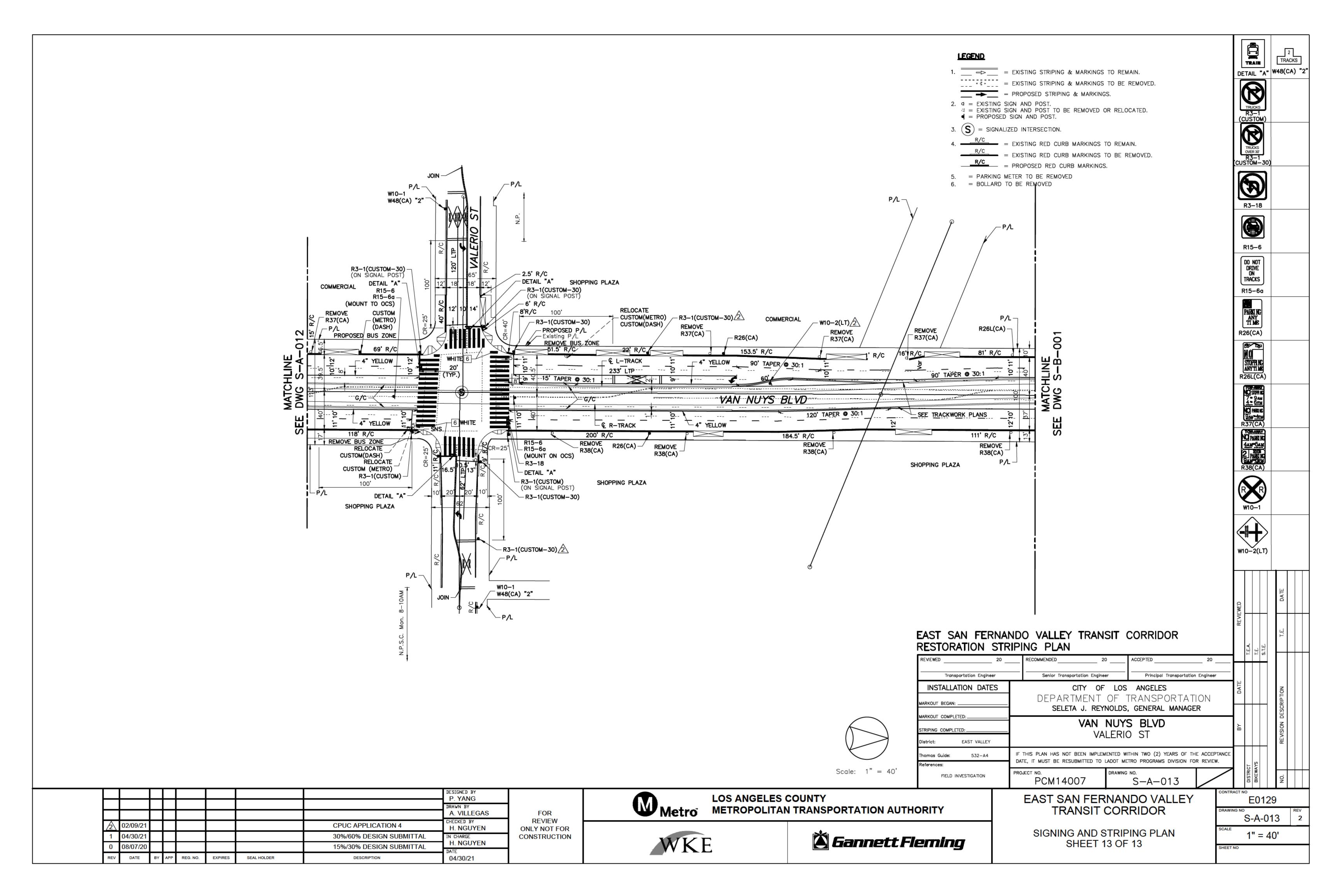
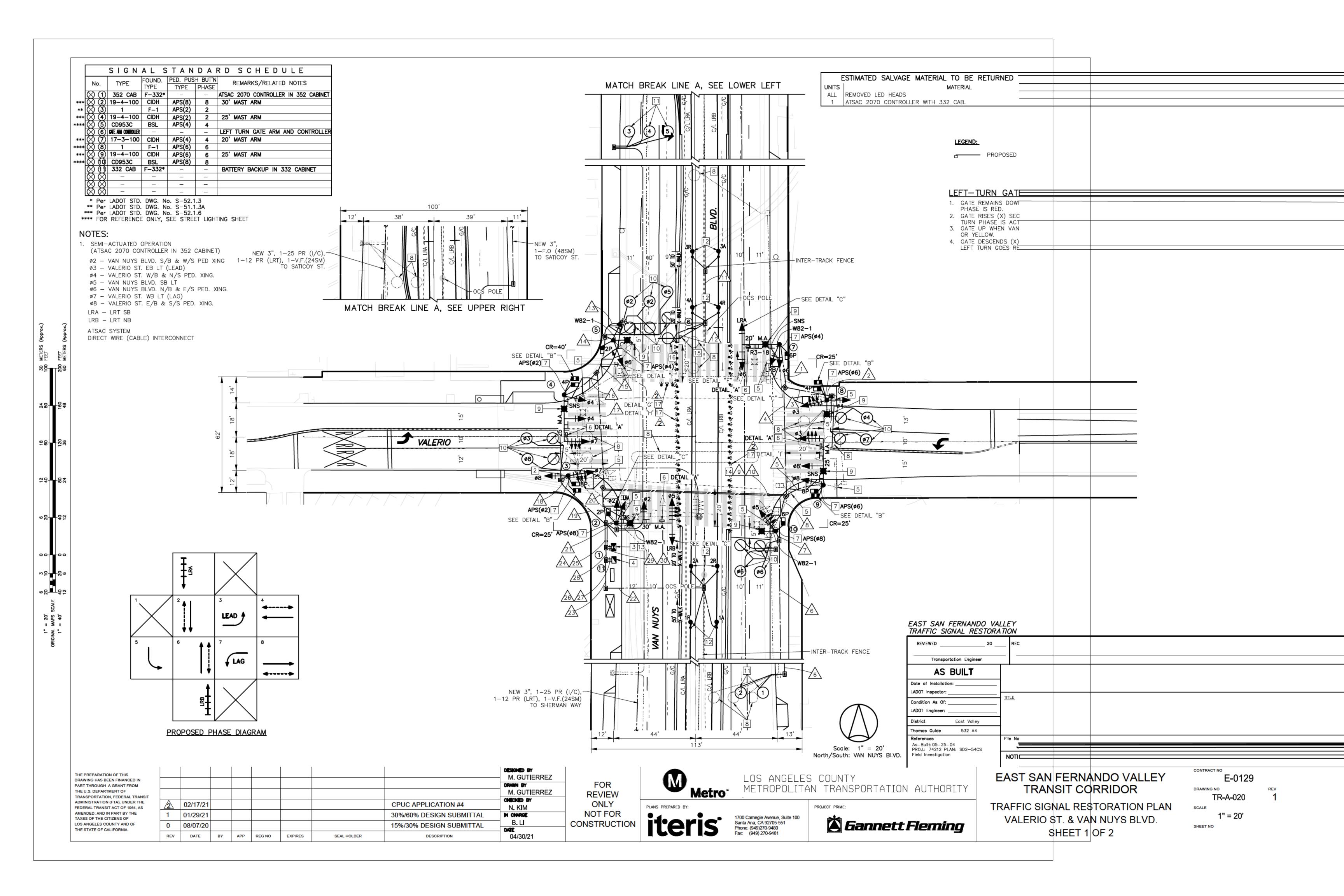


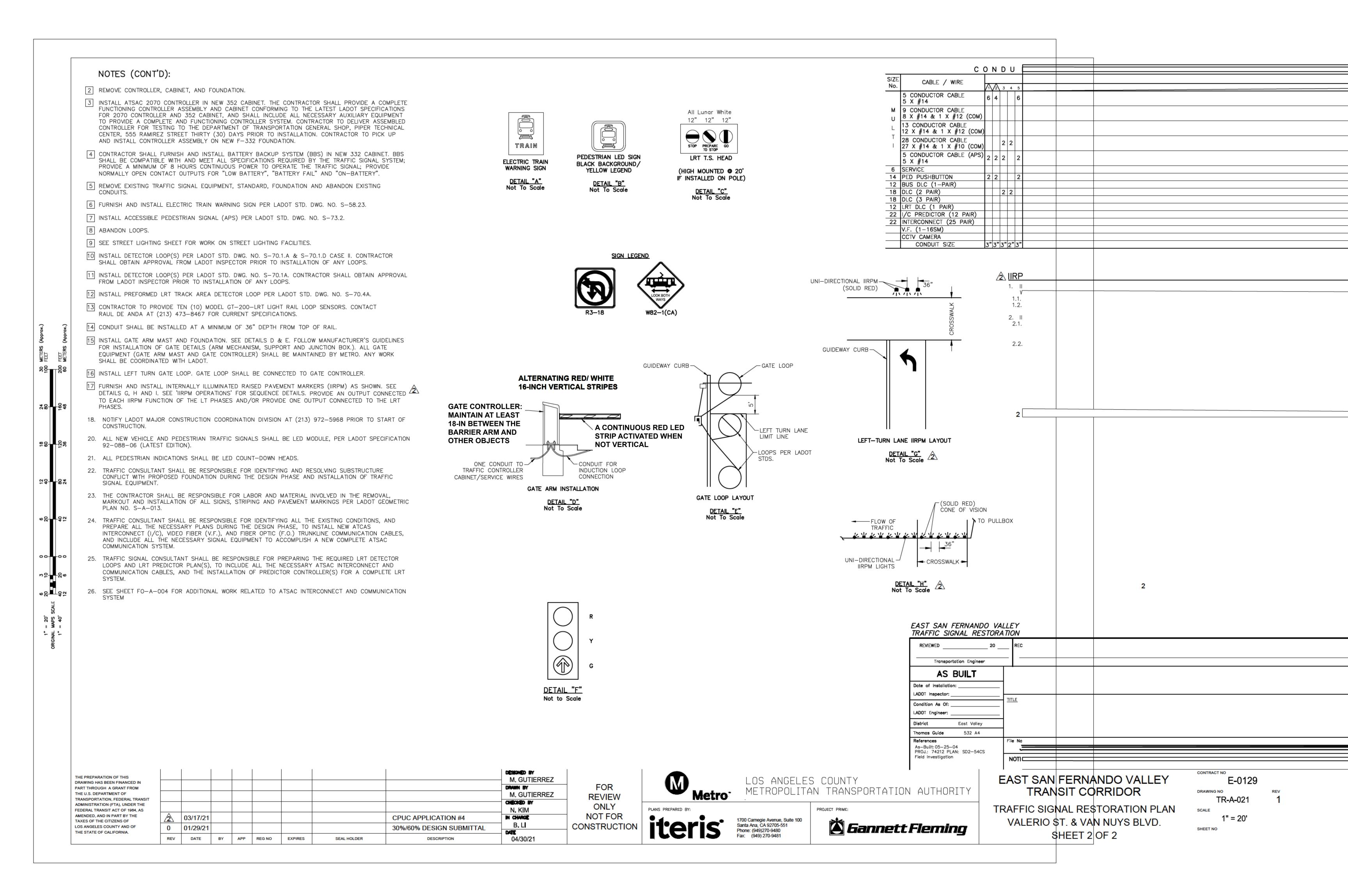
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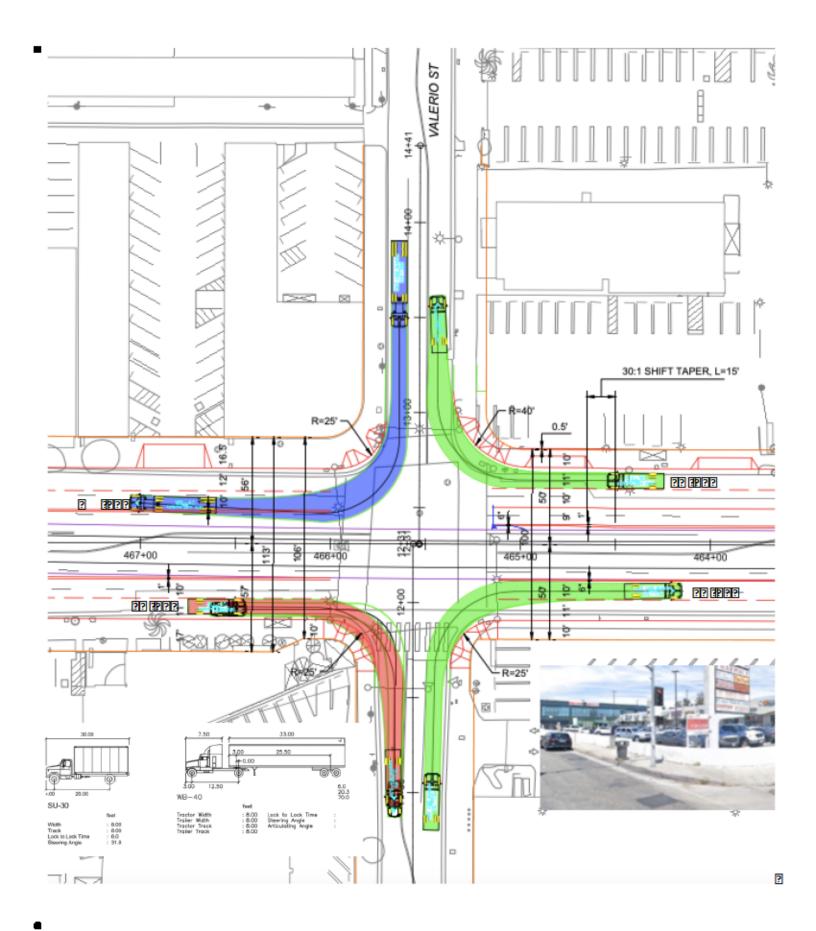


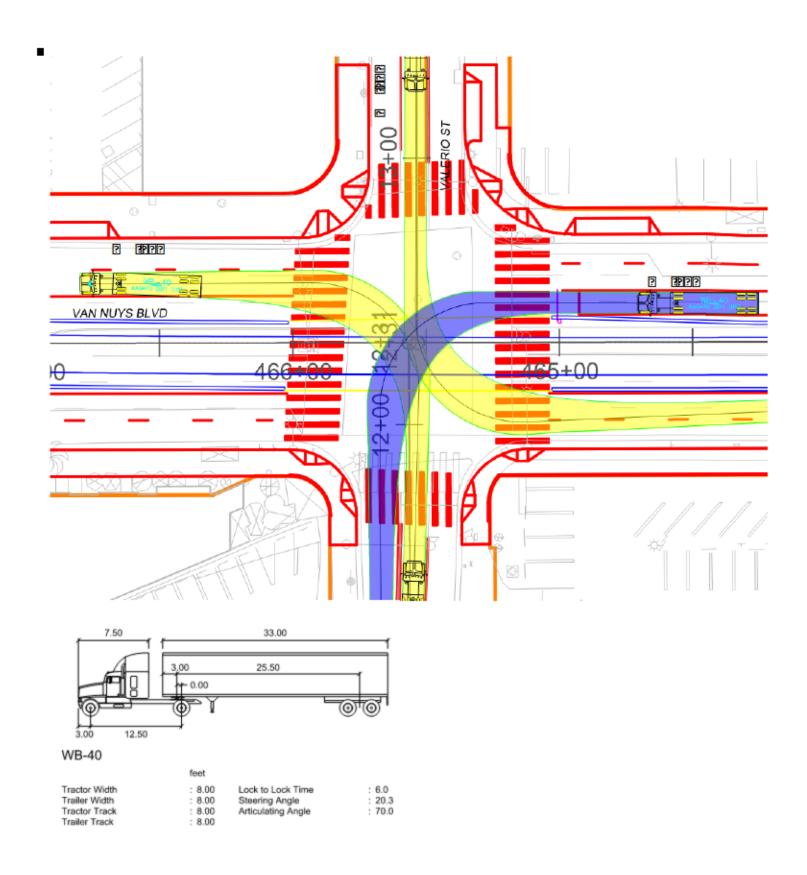






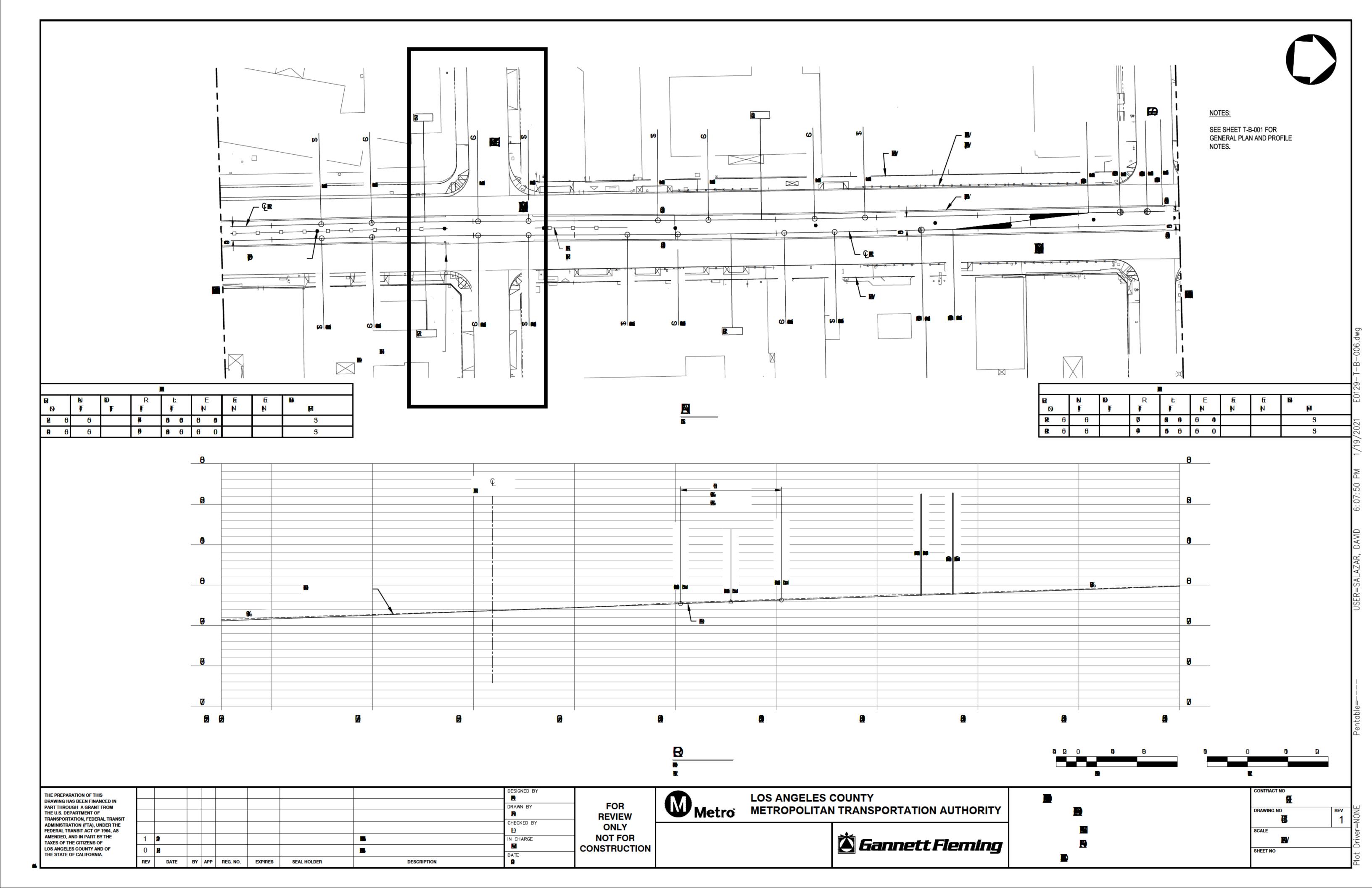


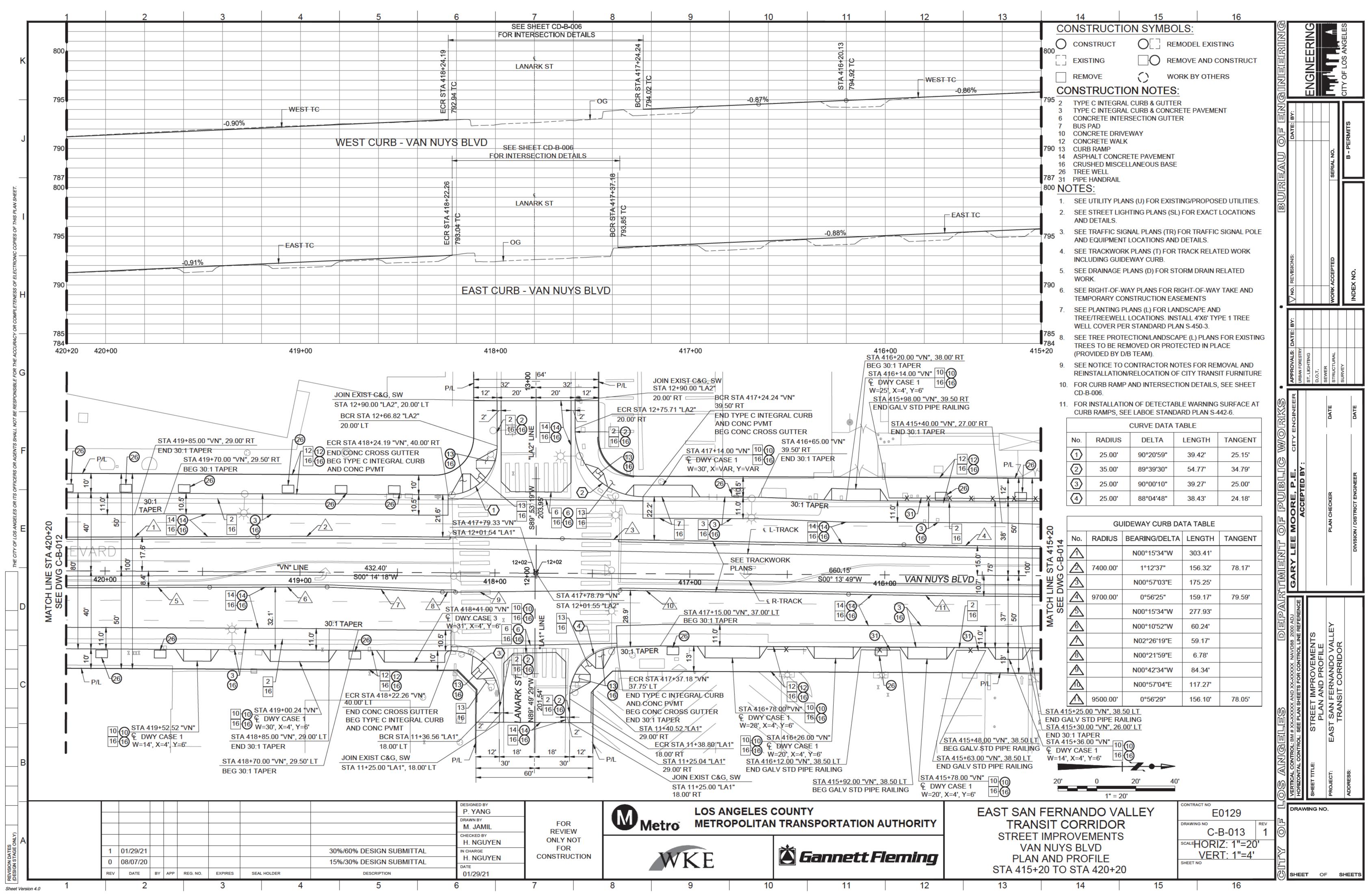


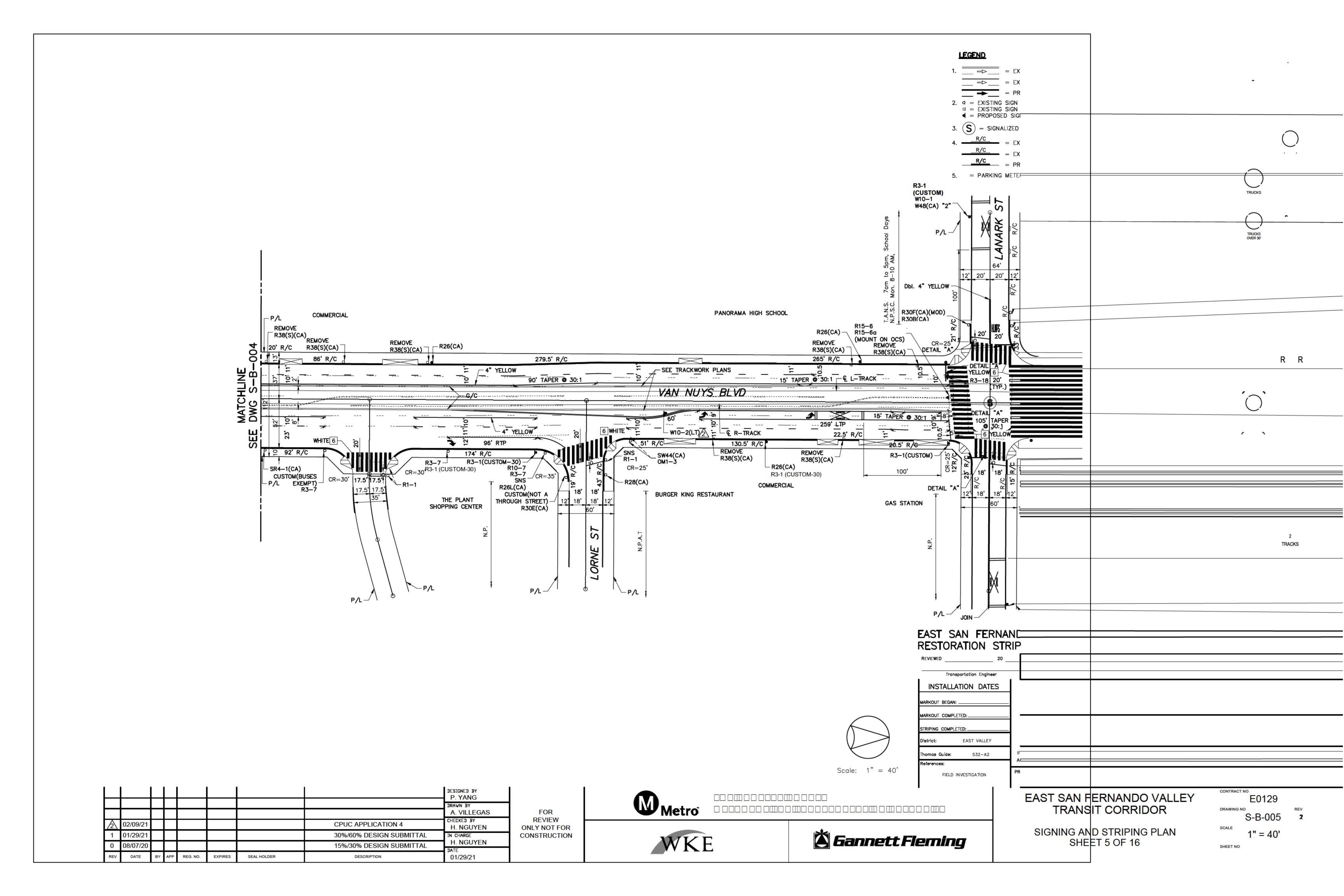


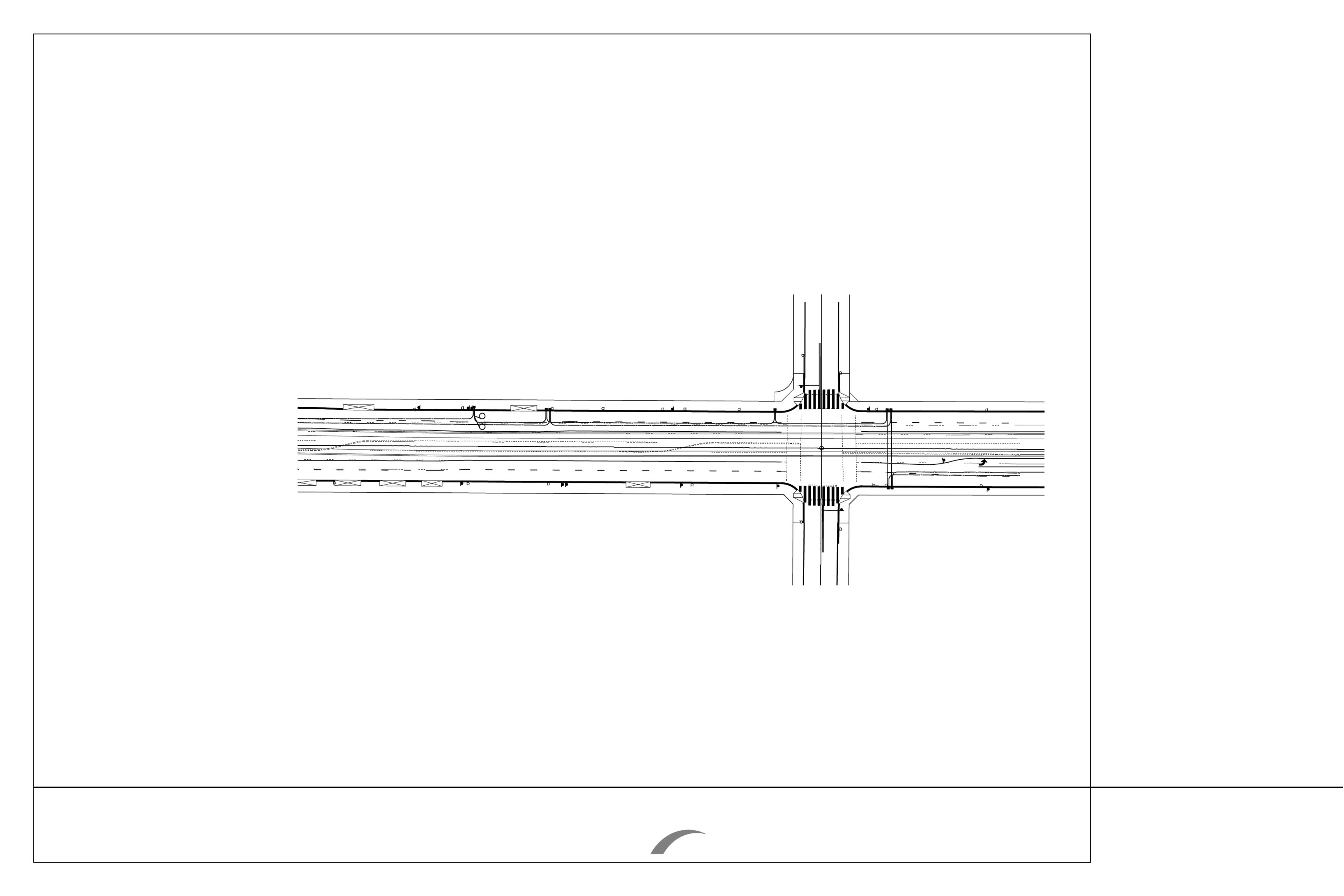
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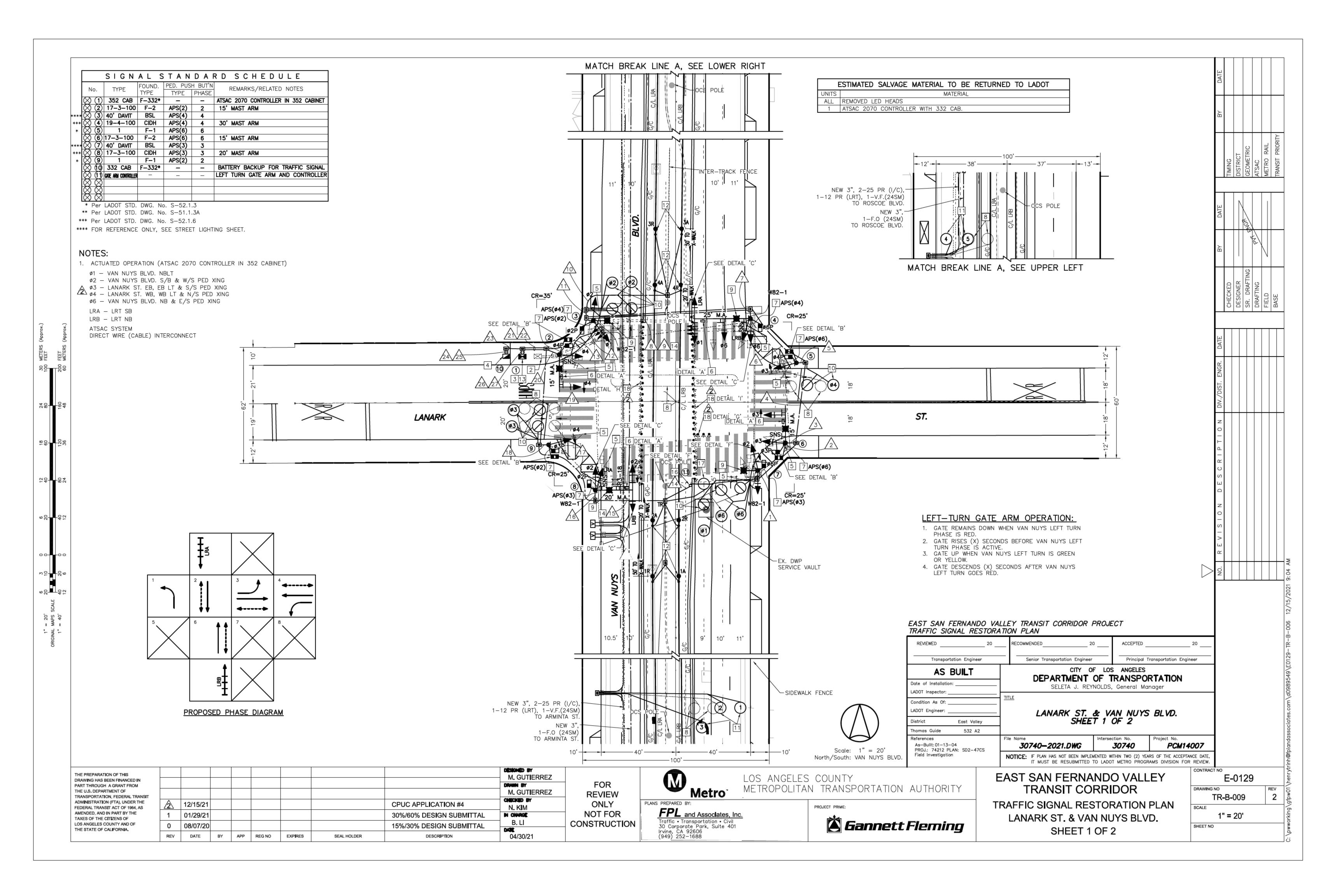
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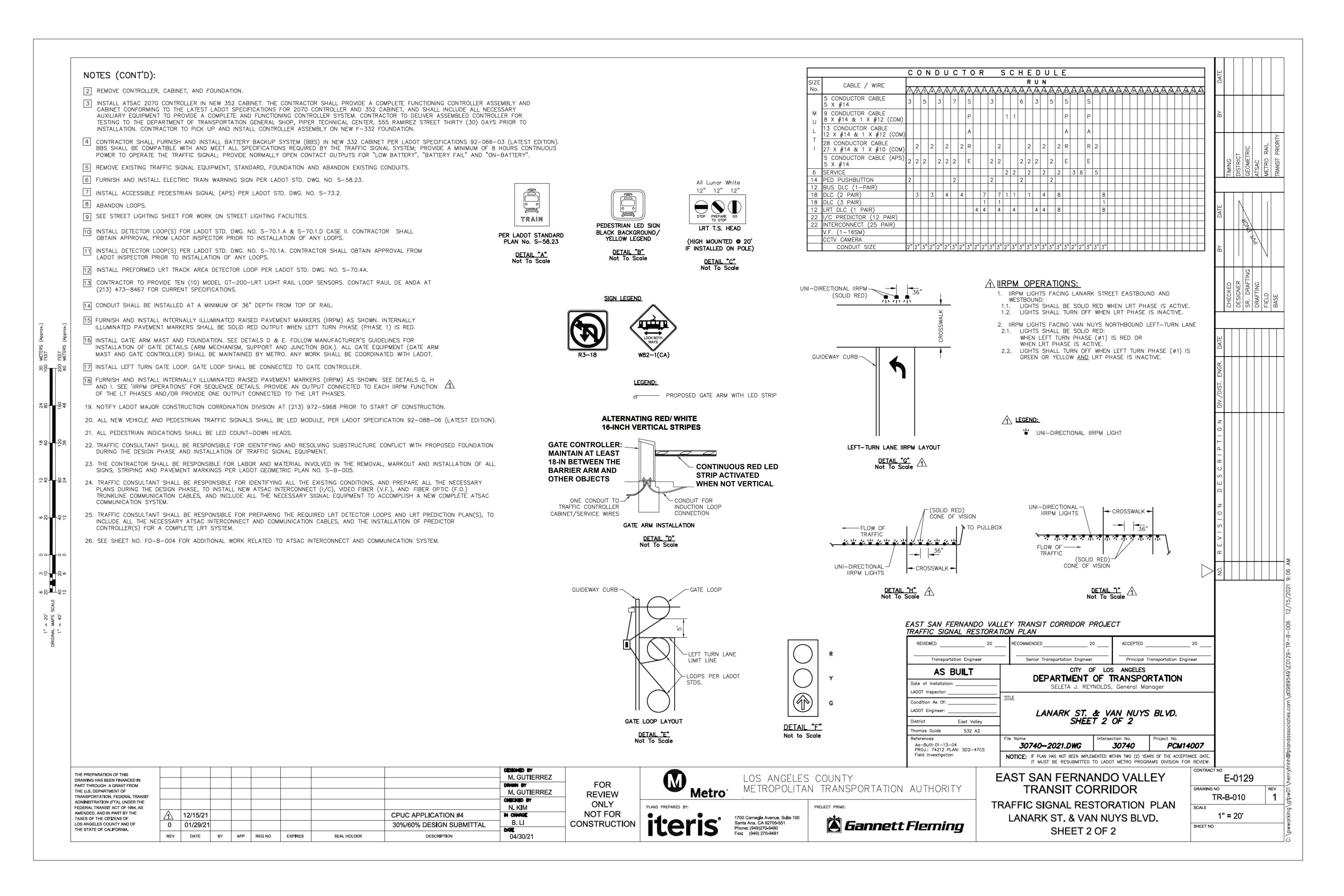


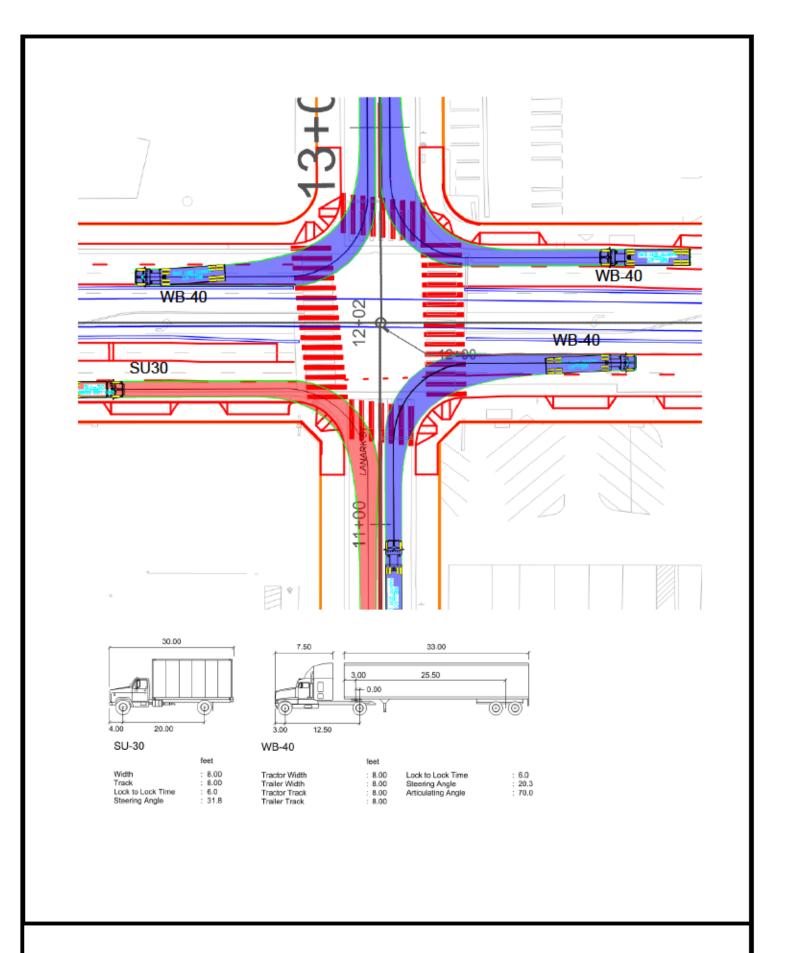












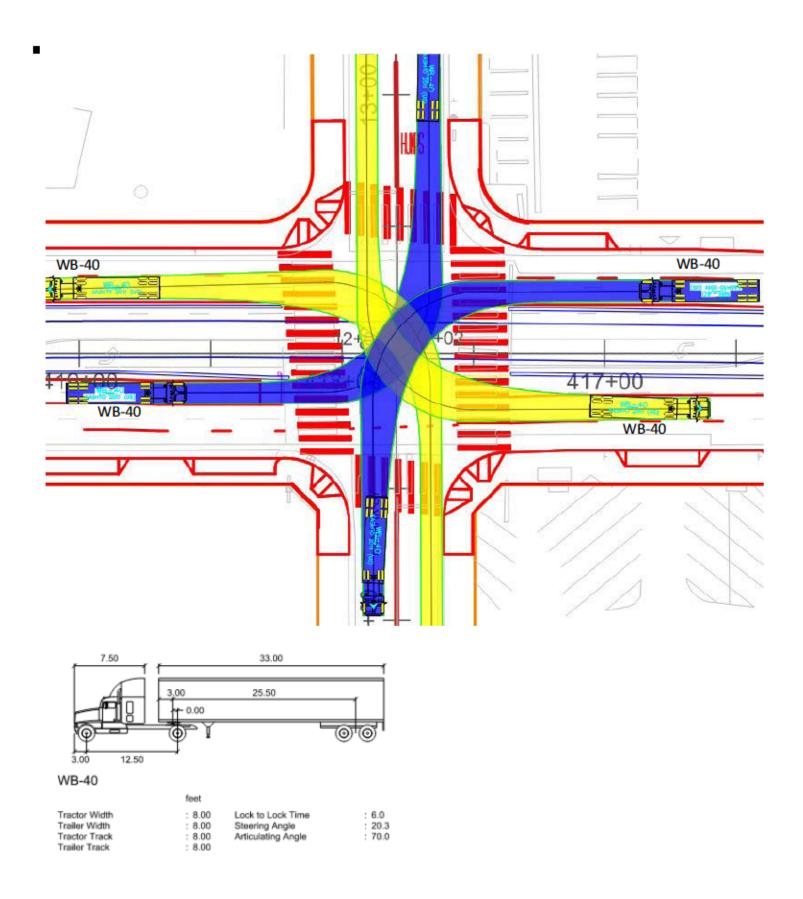
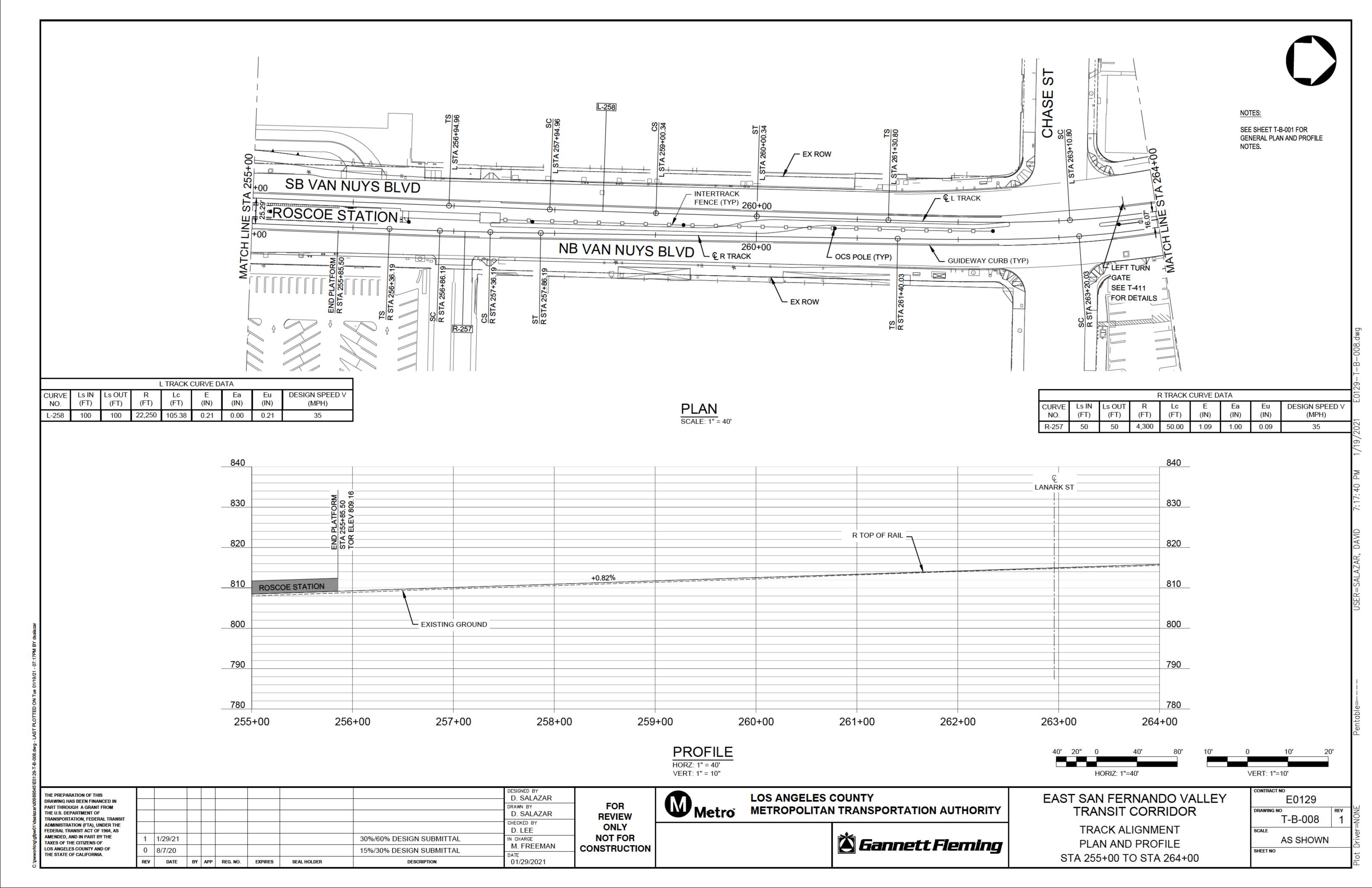
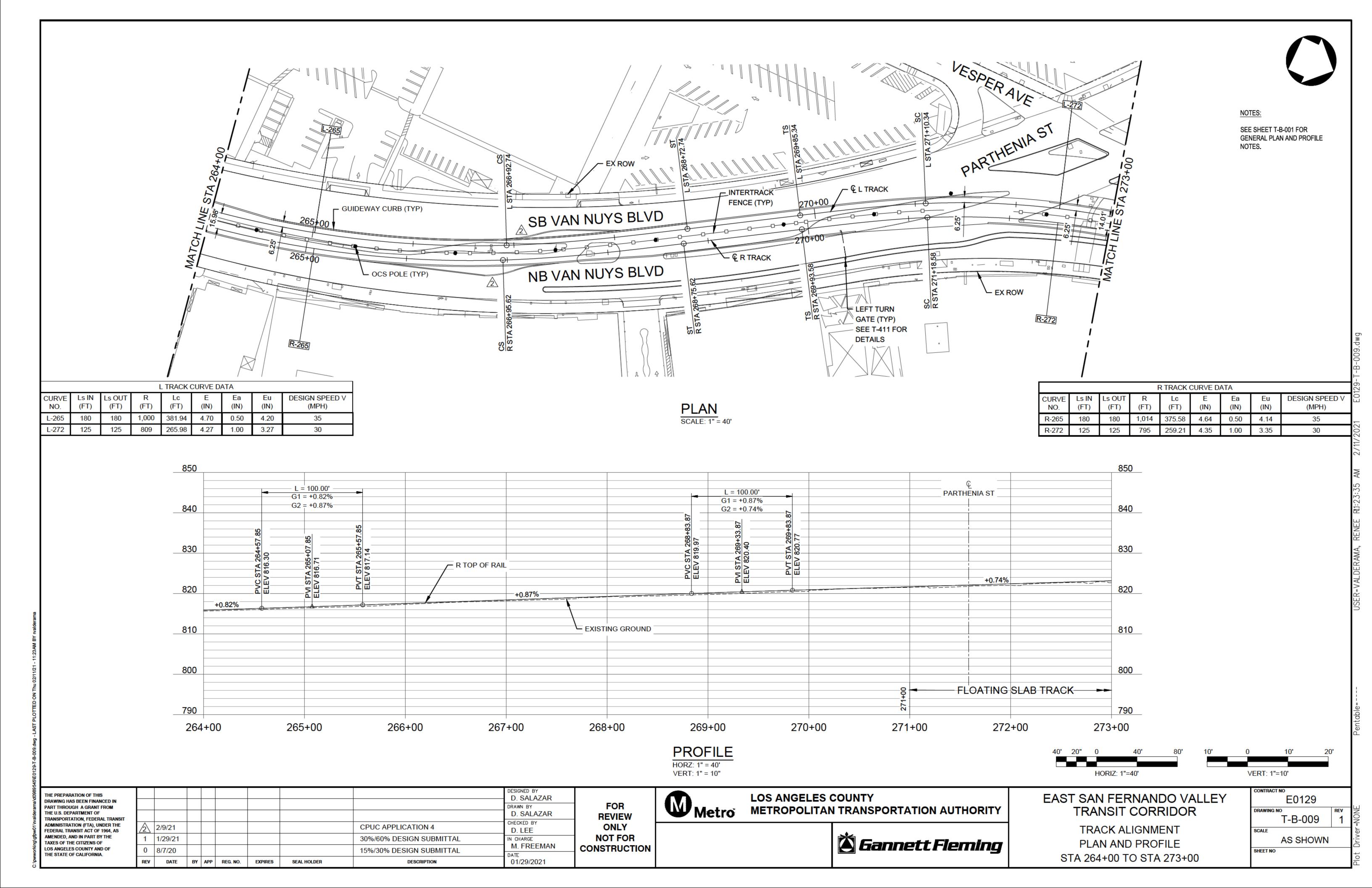
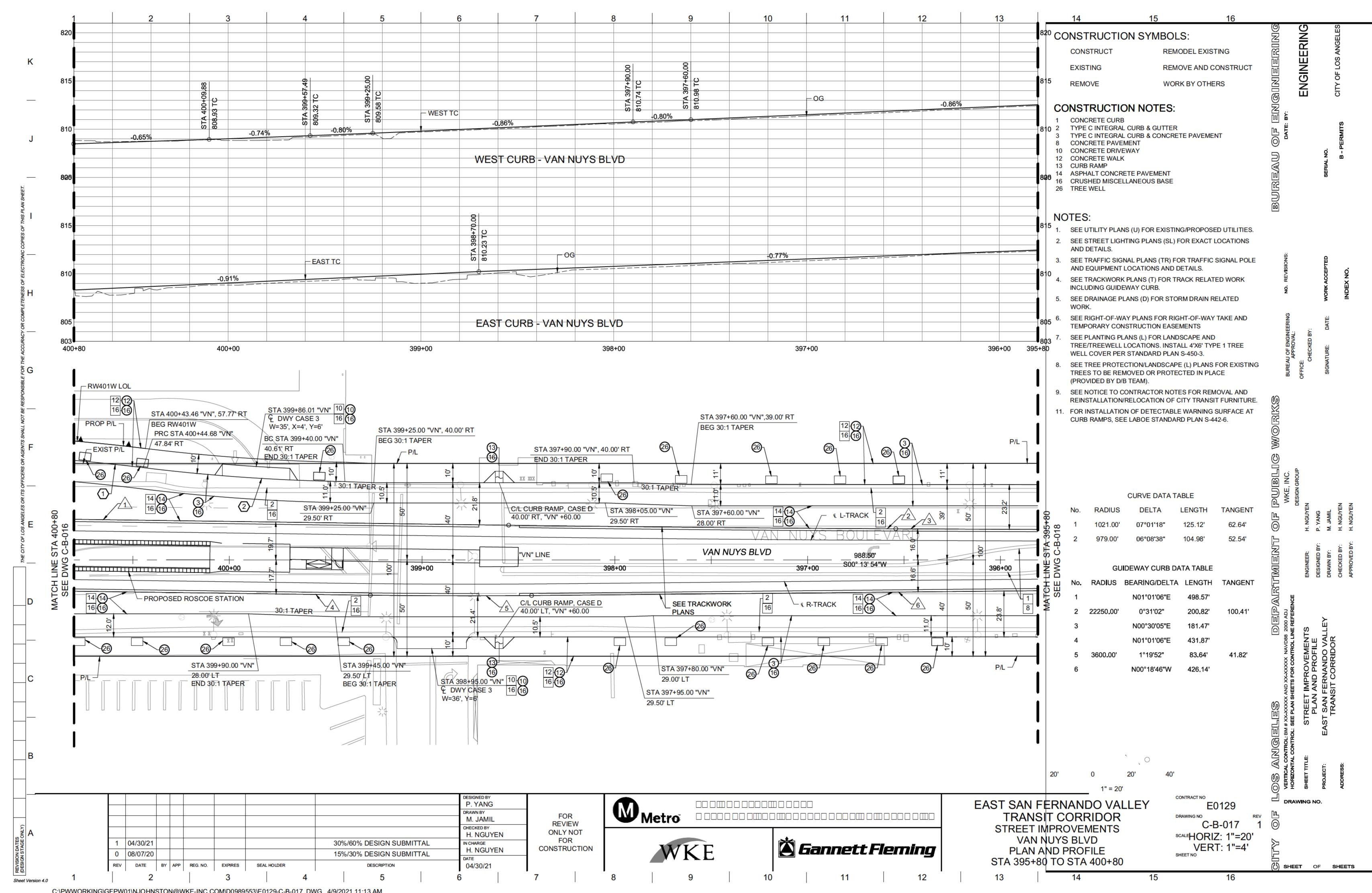
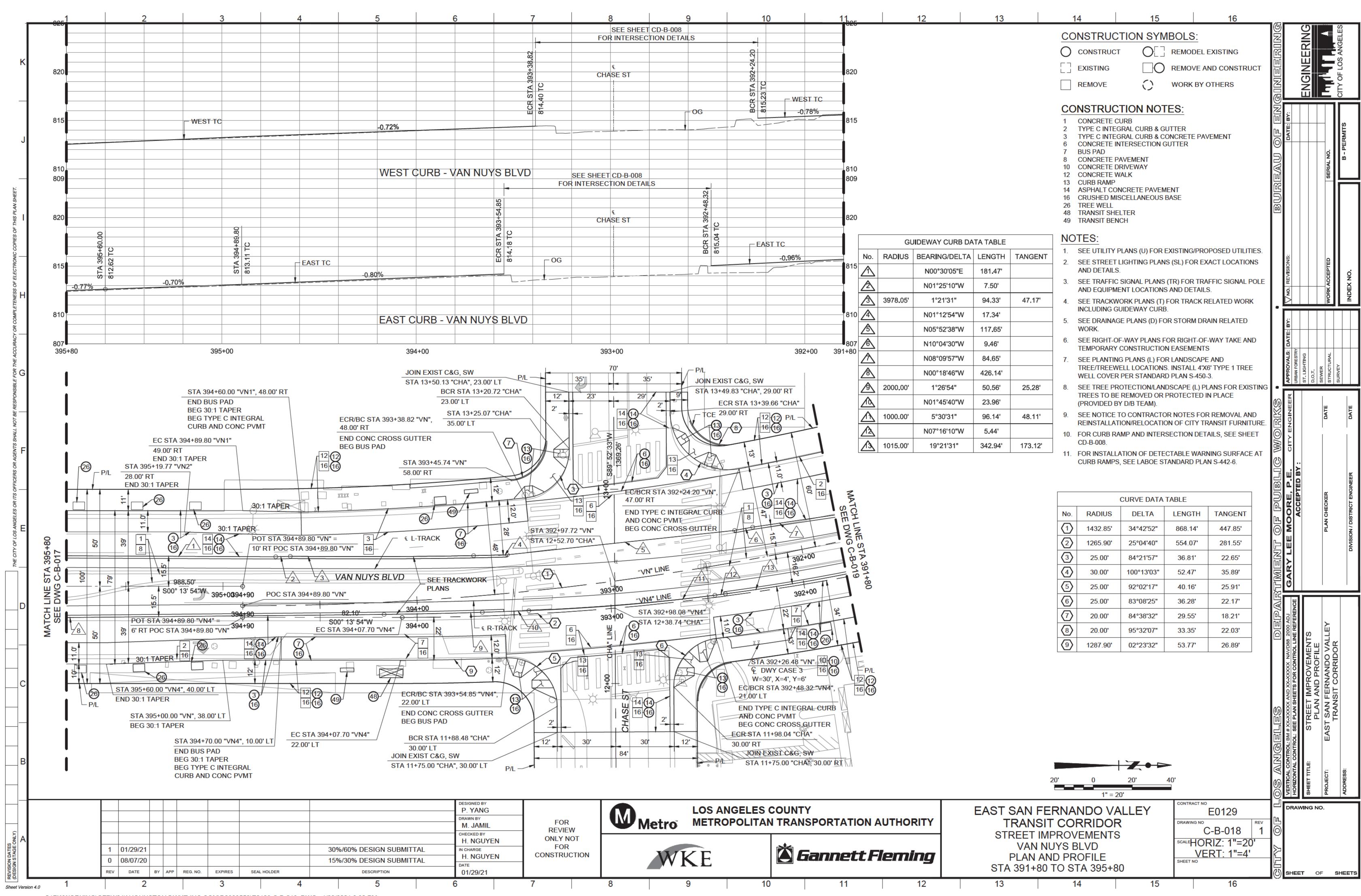


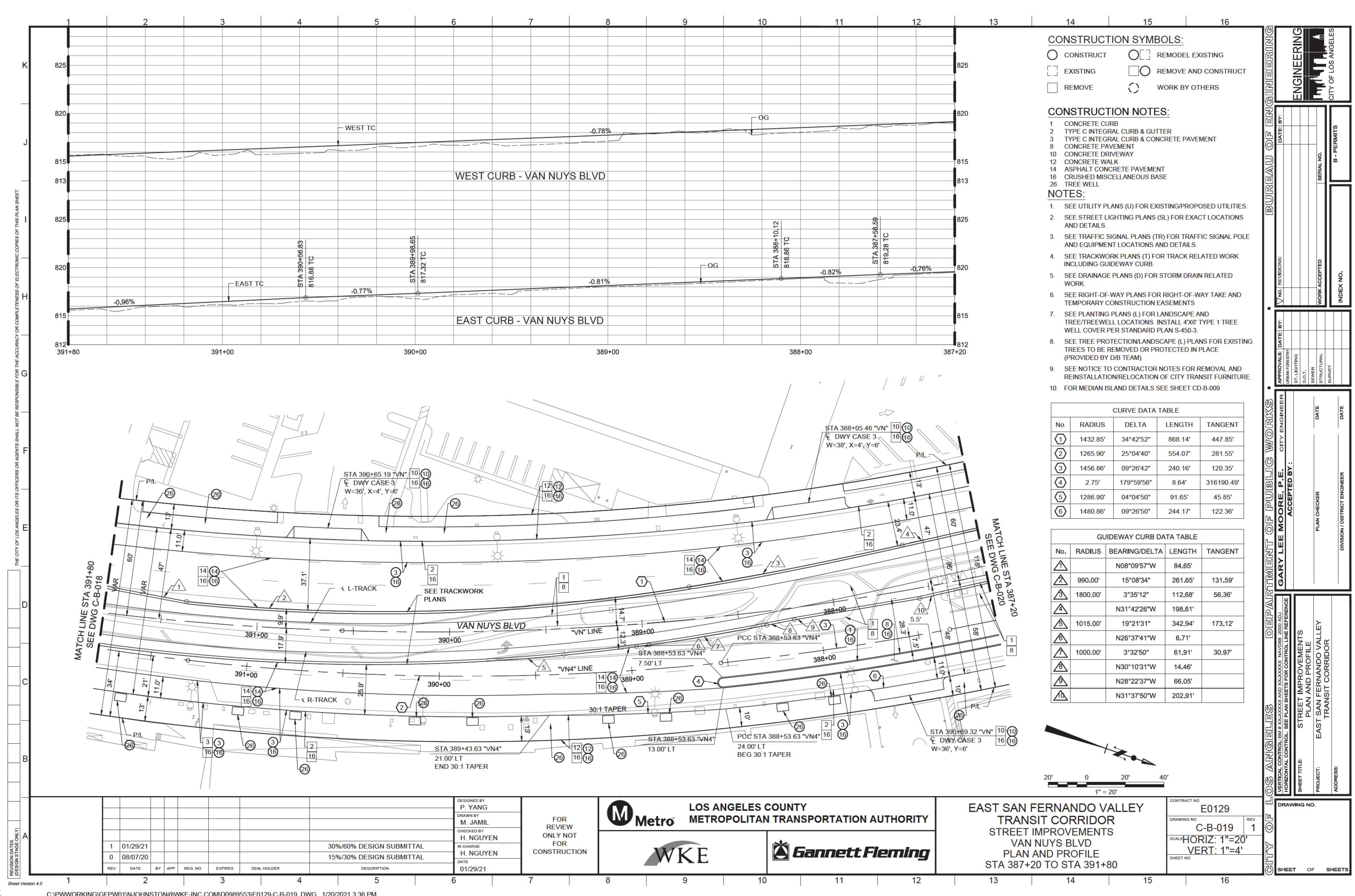
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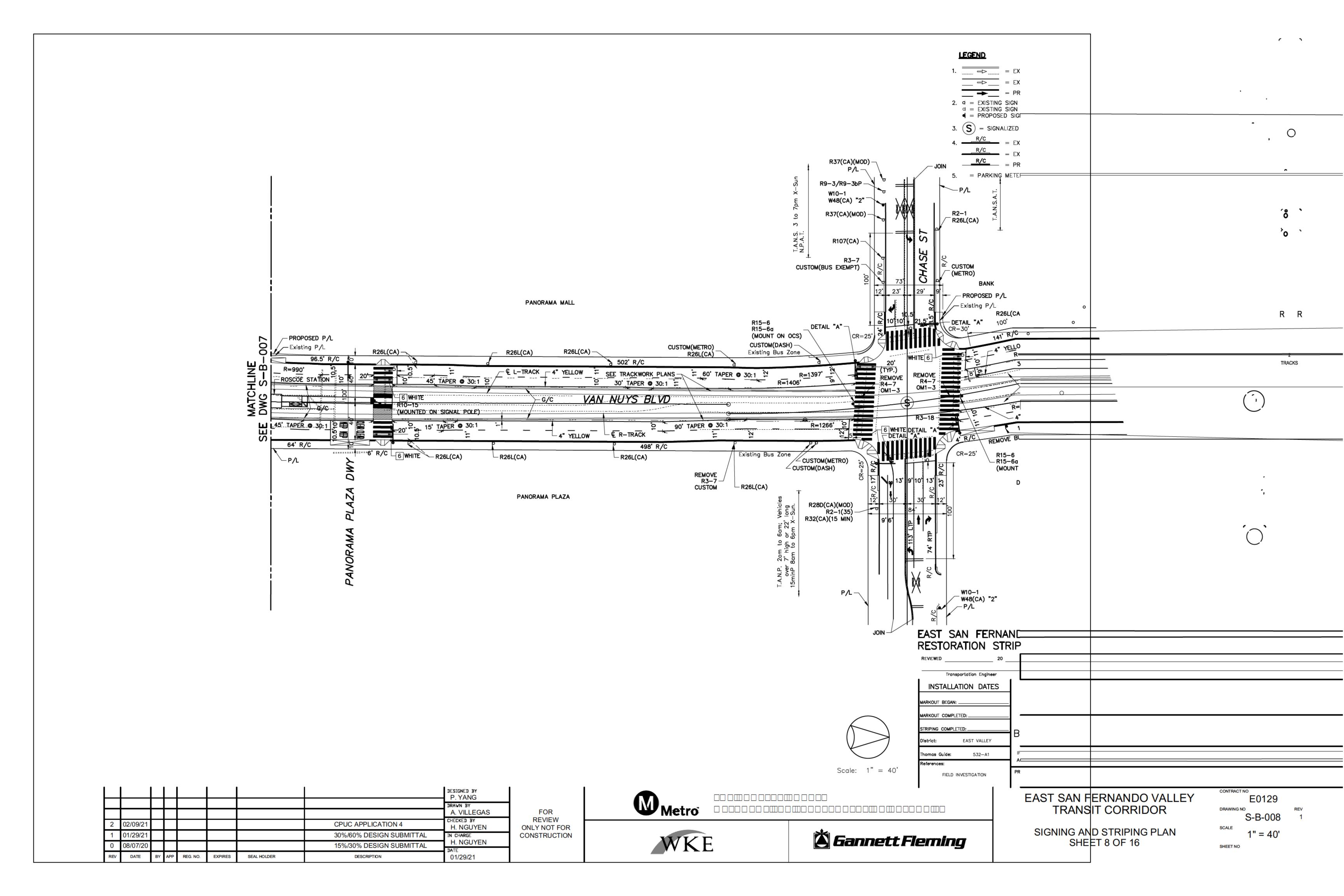


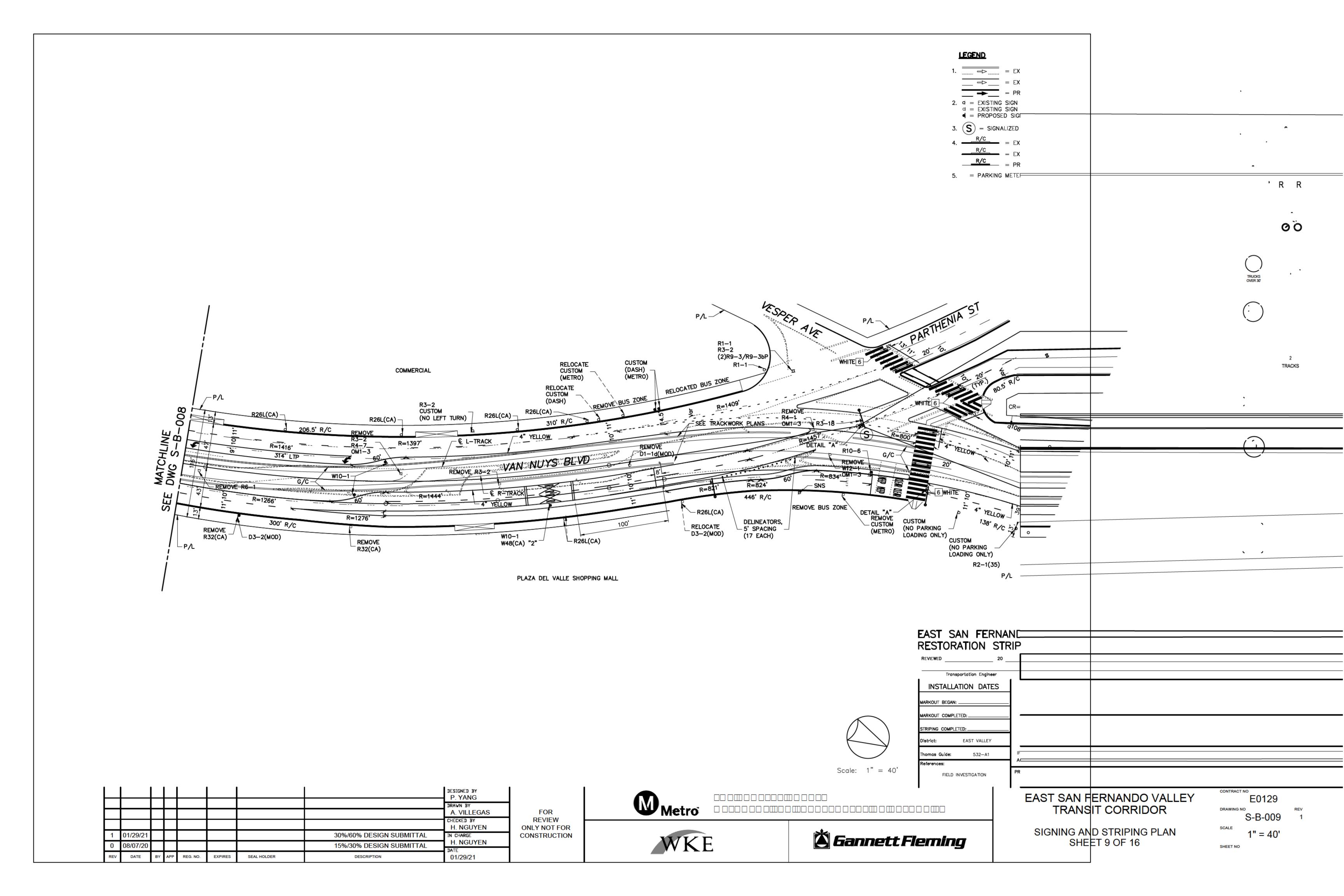


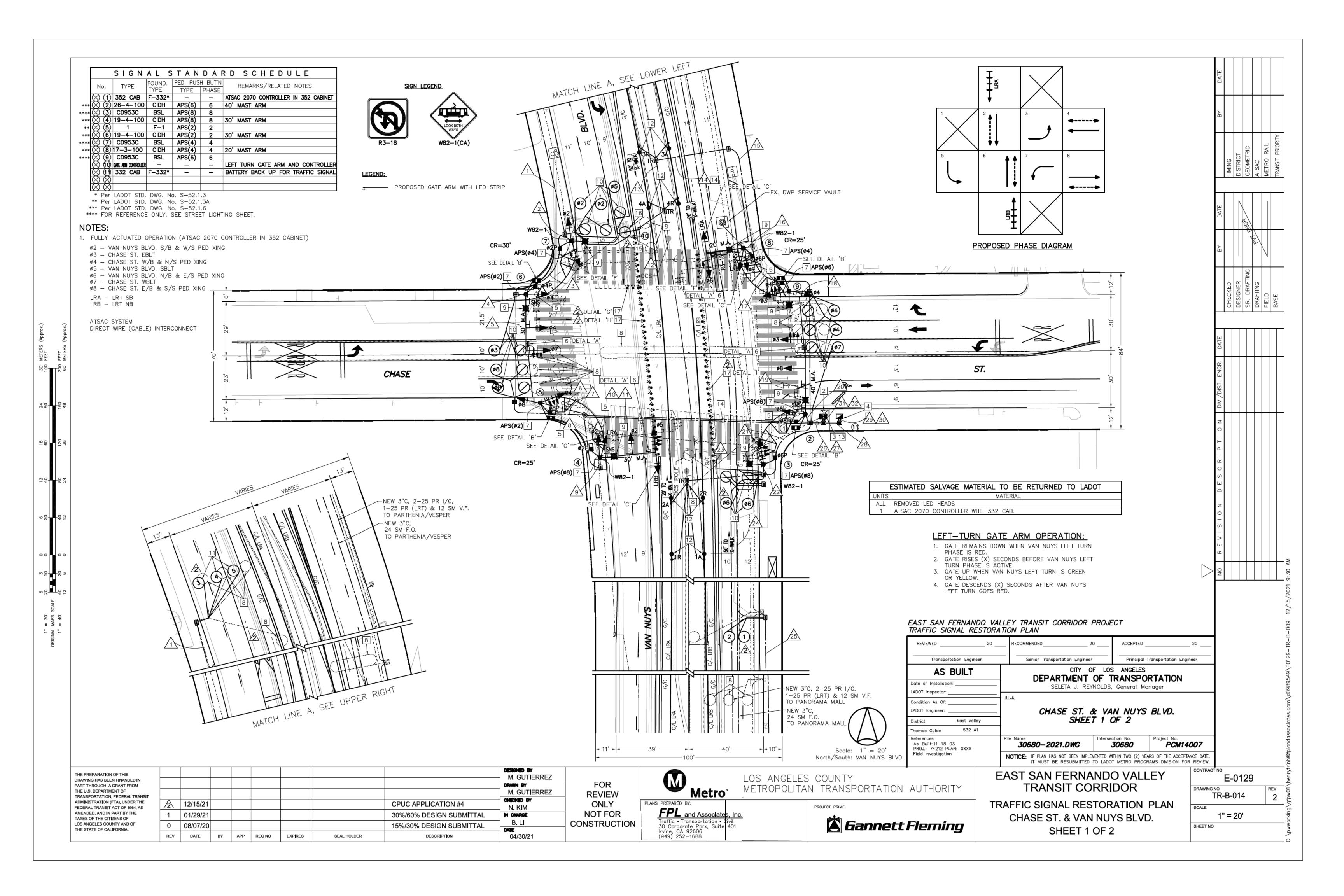


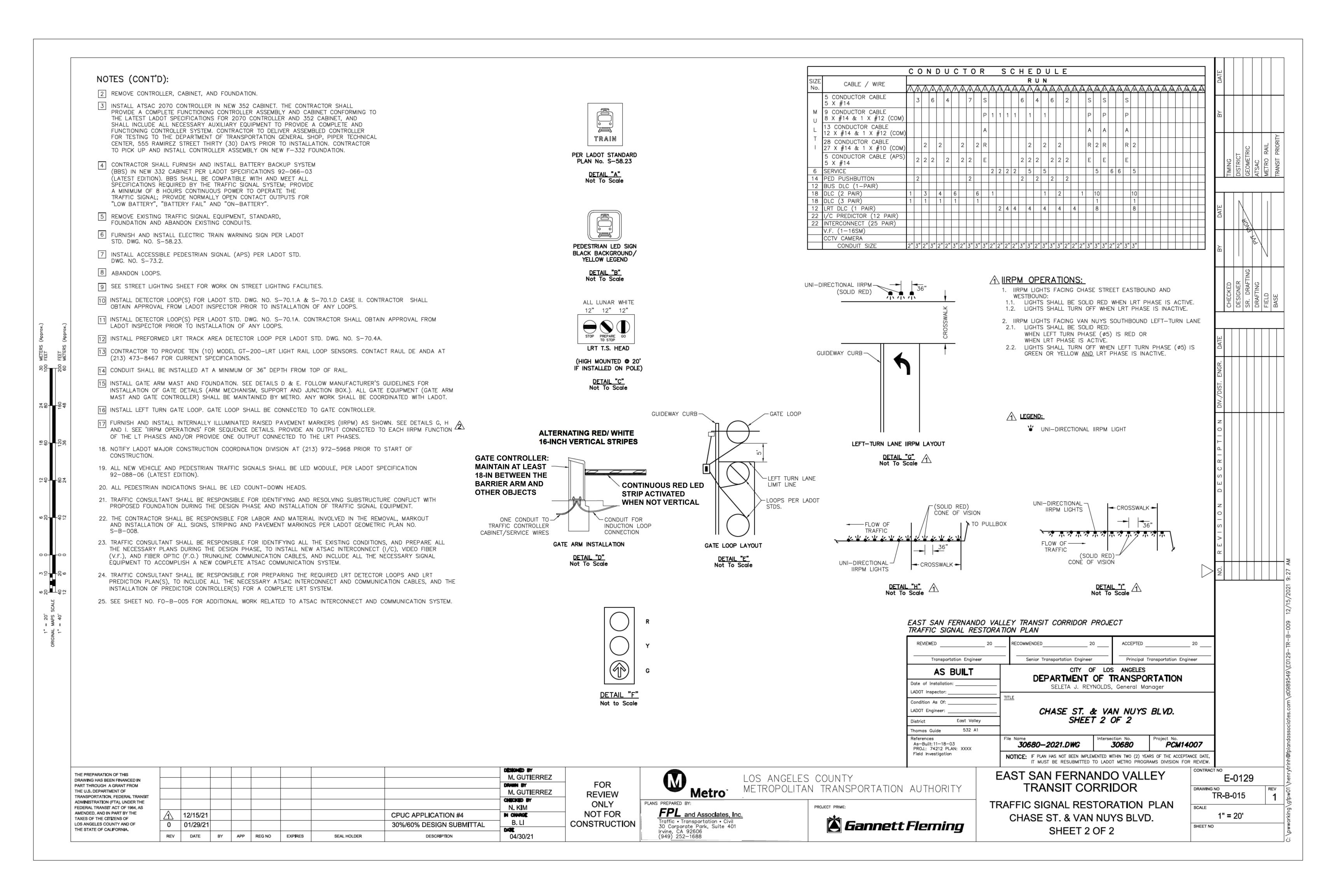


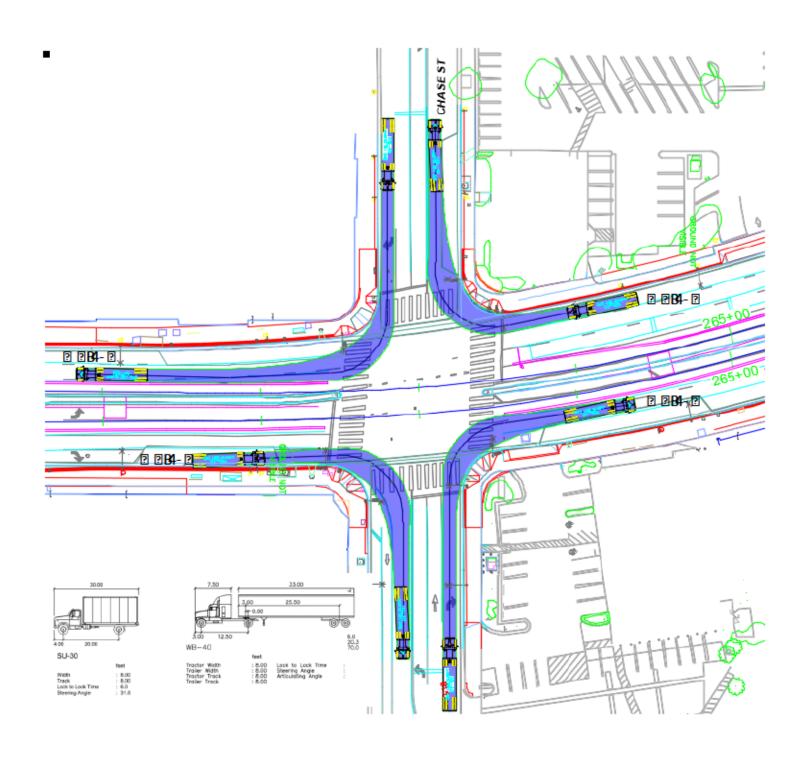




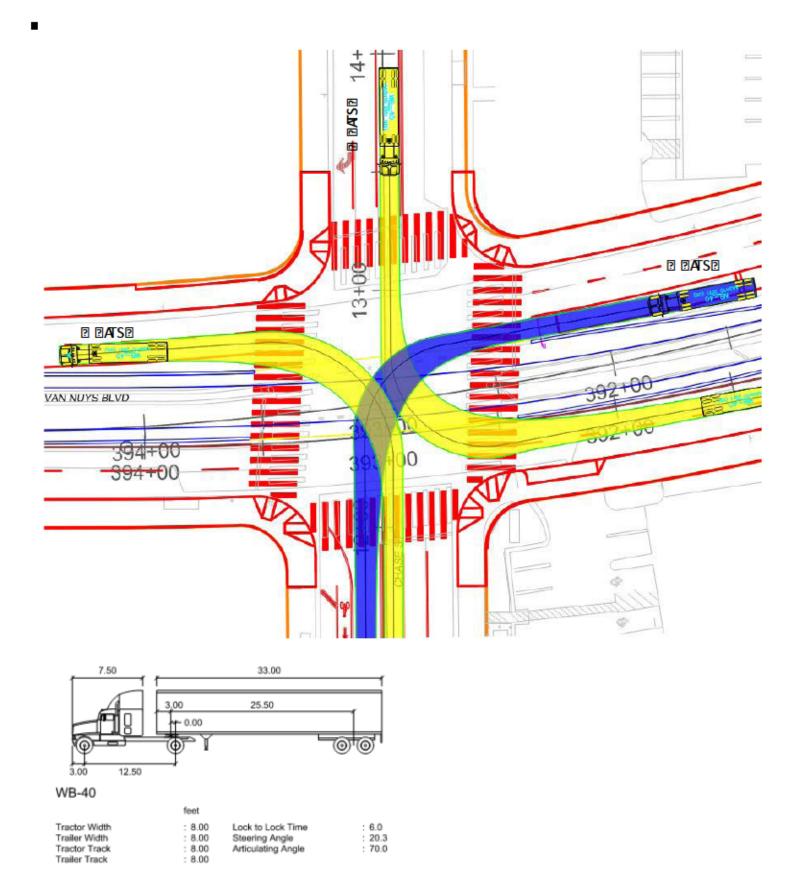






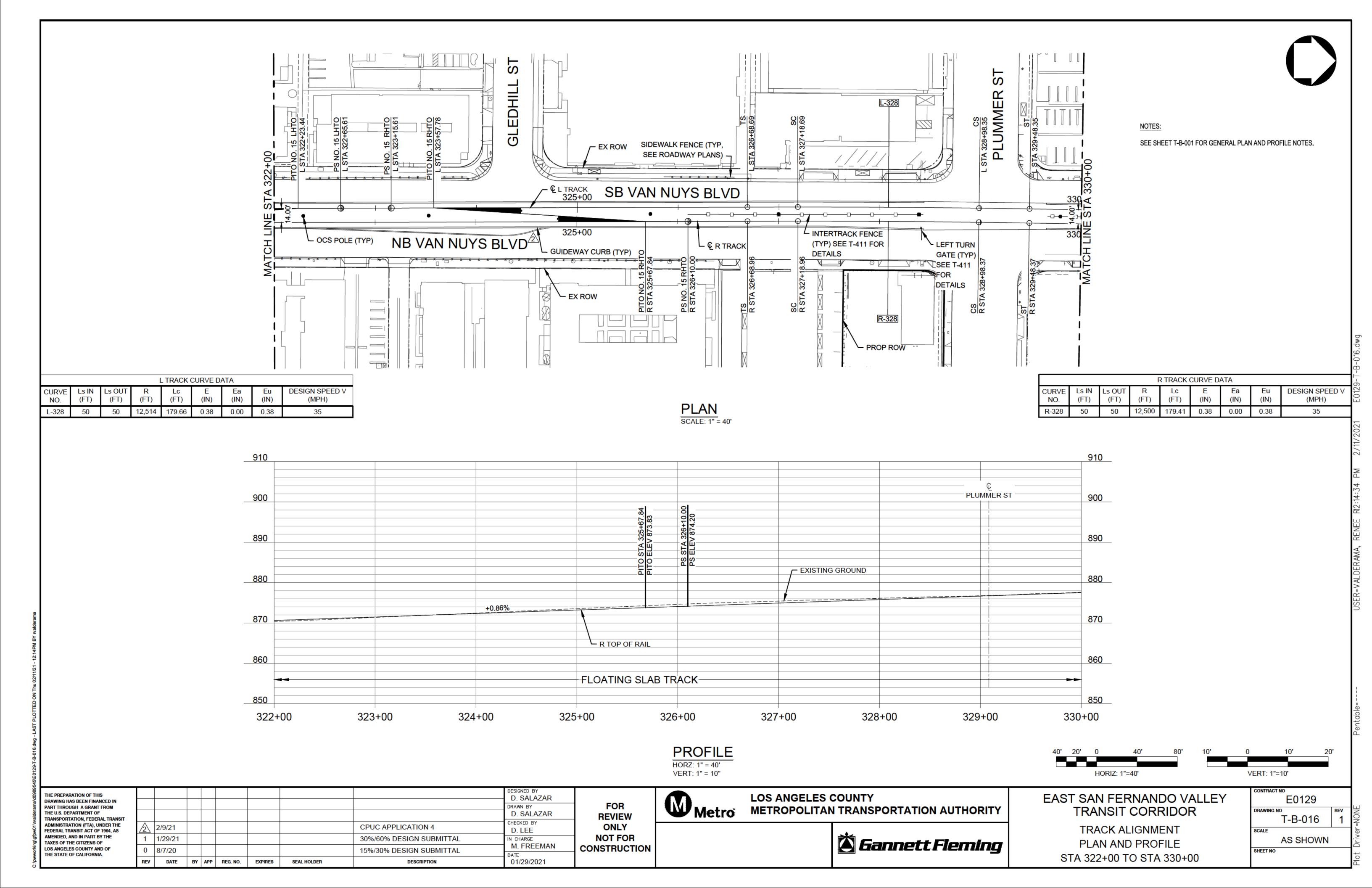


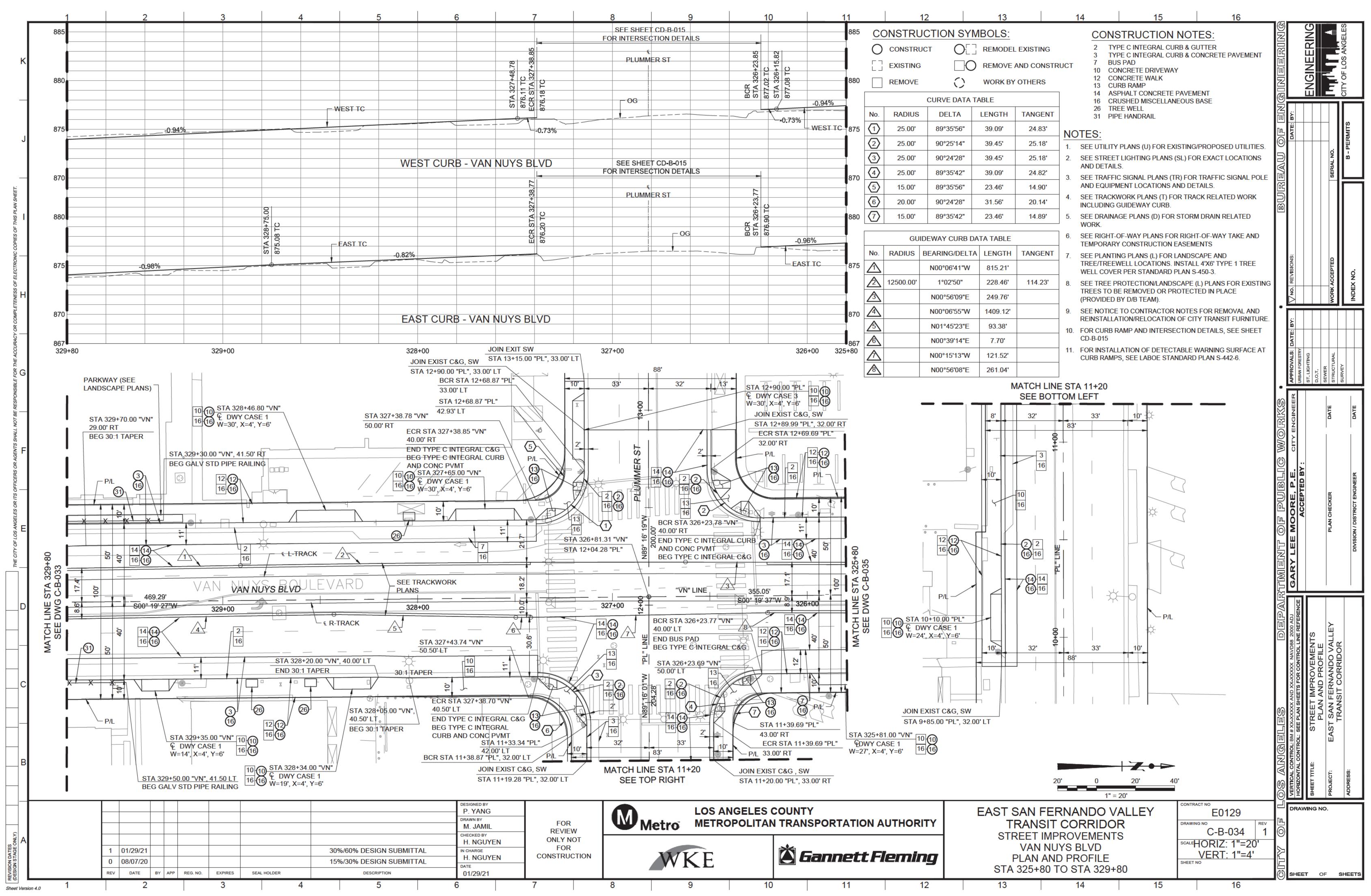
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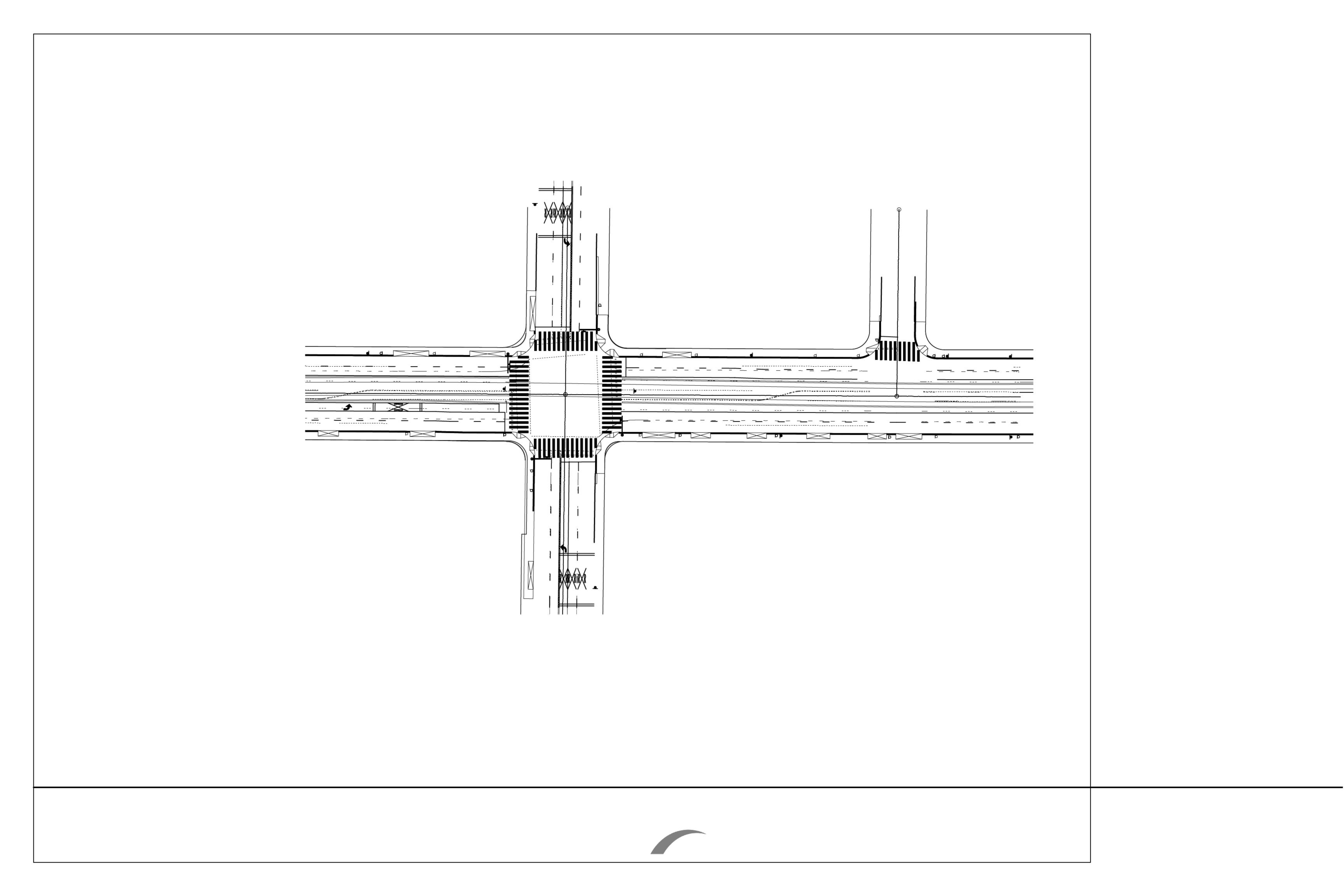


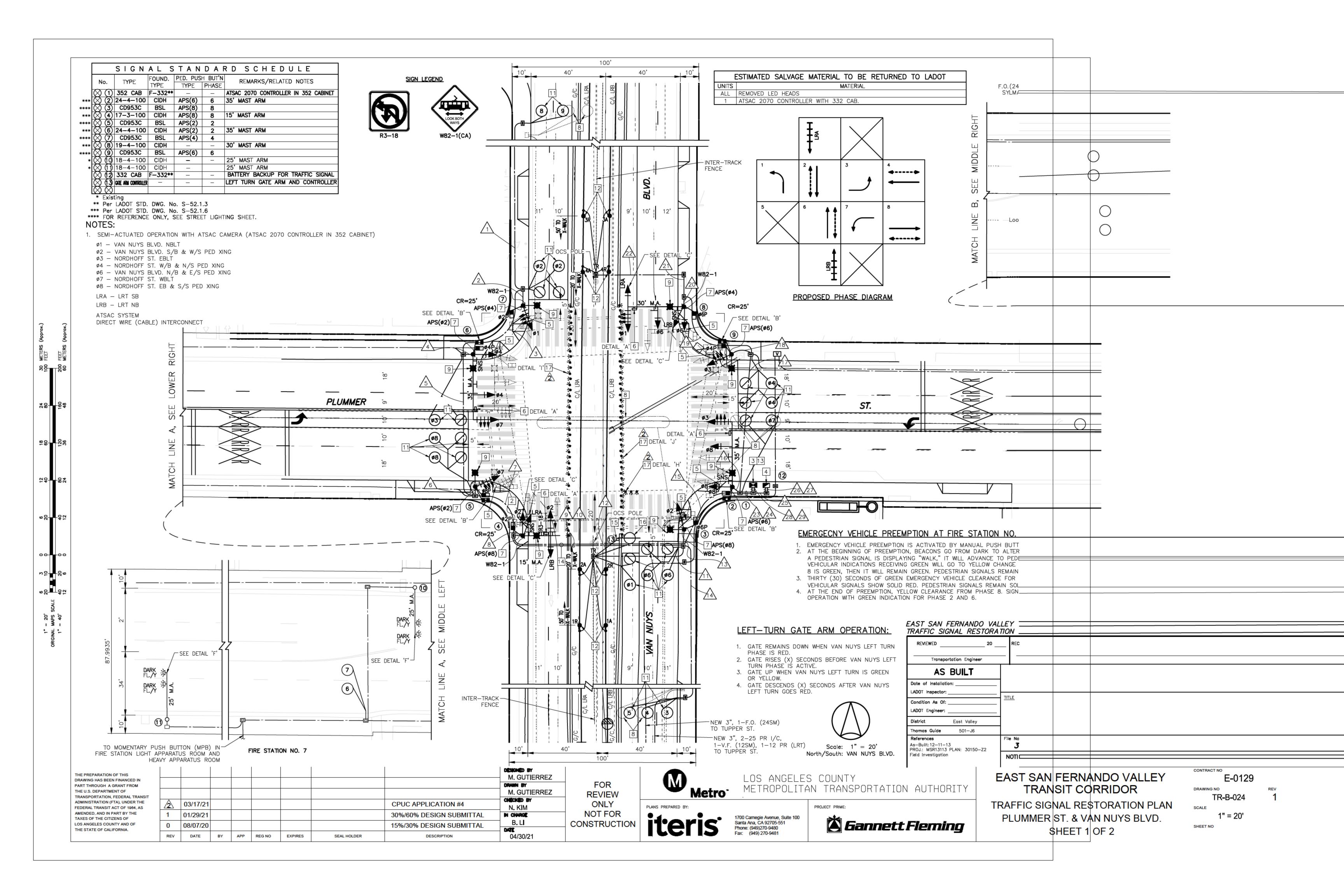
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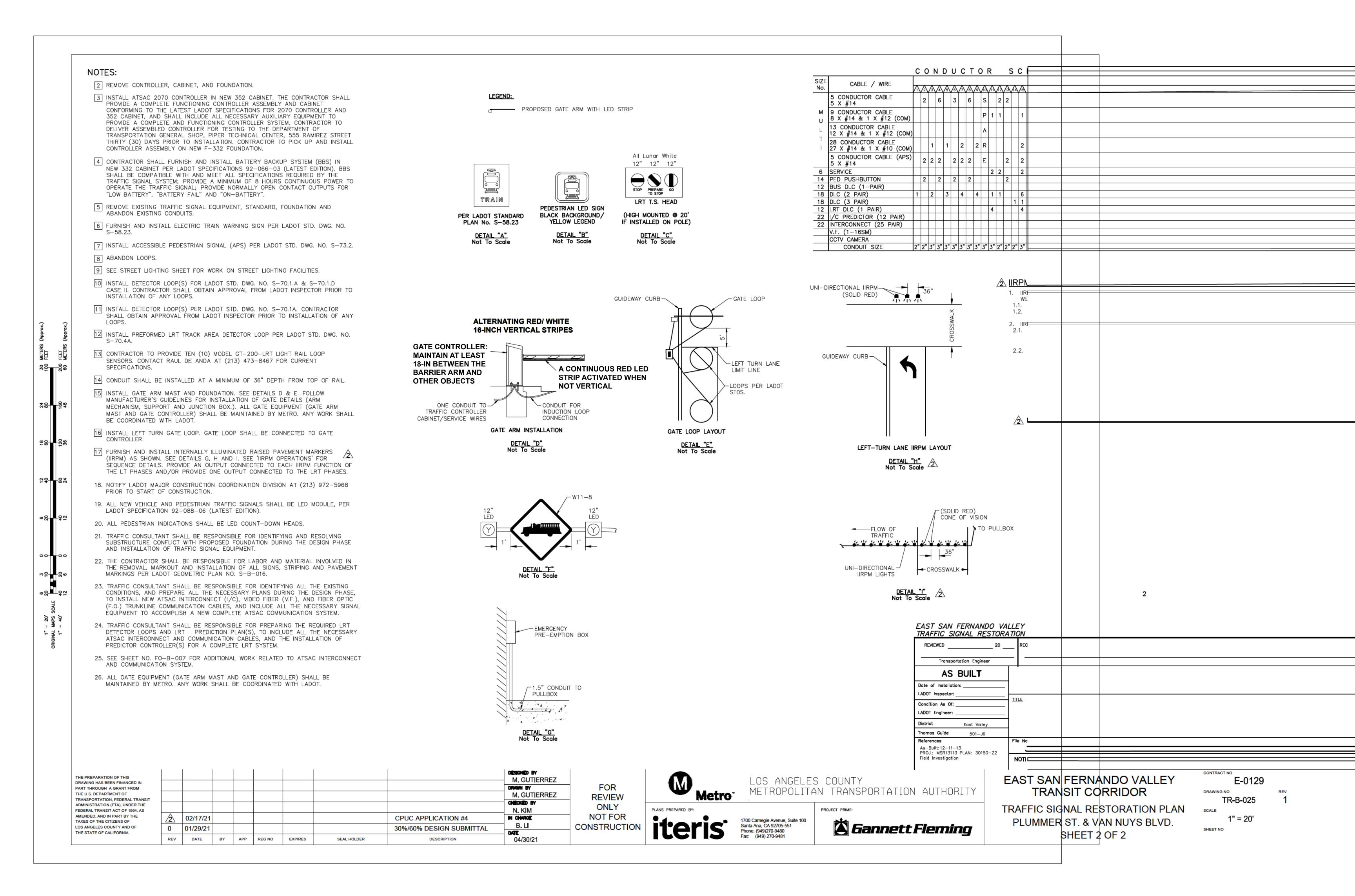
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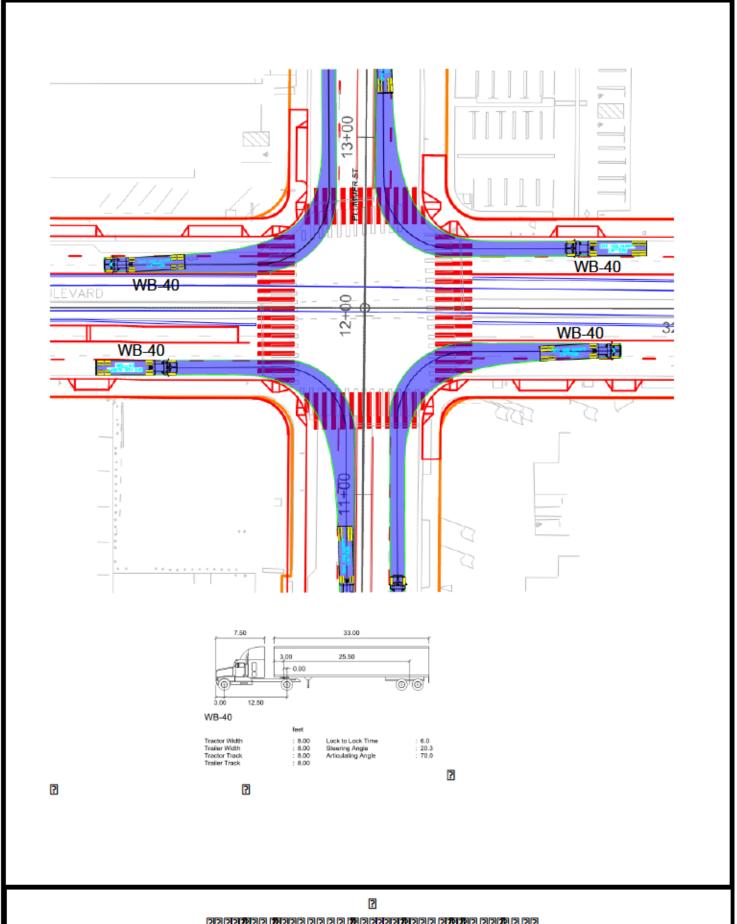


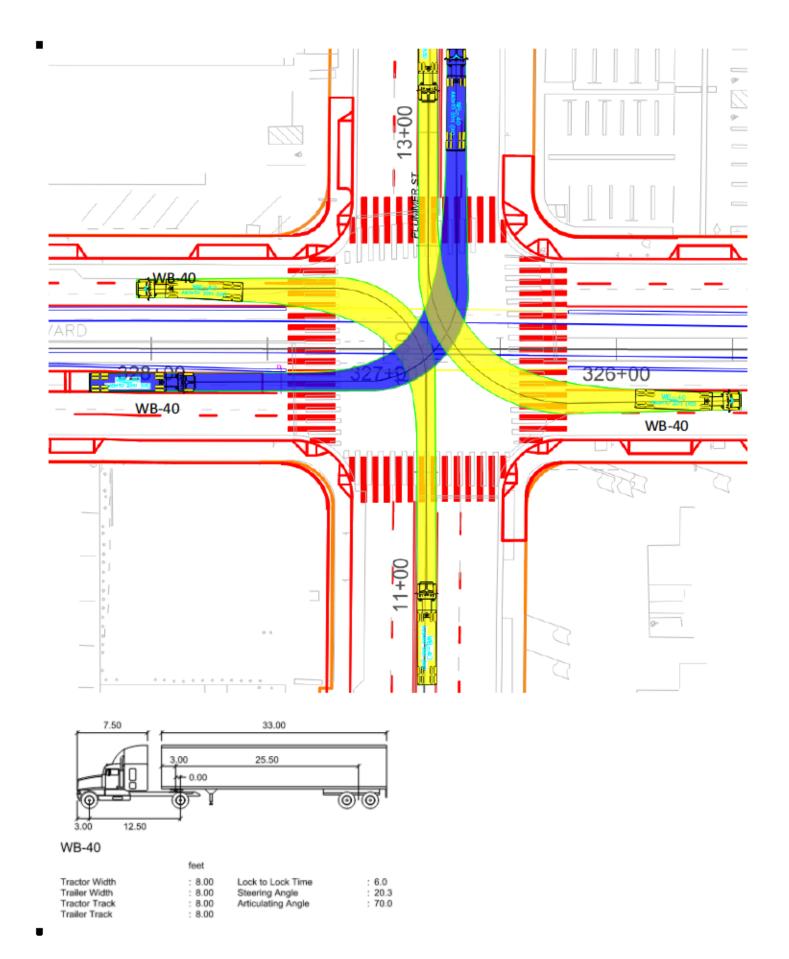












# **Exhibit C: Diagnostic Crossing Meeting Minutes**(Agreement of Interested Parties)





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## Exhibit D: ESFV Project List of Crossings

**CPUC CPUC** Application No. Name Station Crossing No. **Package** 84F-0.07-A 10220 □ Metro Orange Line Overpass 84F-2.22-AT 21540□ 2□ Metrolink ©verpass□ 1□ 3 □ W. Cabrito Rd Overpass □ 84F-2.23-A 21590 □ 84F-5.72-A 4□ I-5 Freeway Overpass□ 40050 □ 5□ Metro [Orange Line | Station | Ped | Crossing | (Calvert)□ 84F-0.14-D 10580 □ Roscoe Station Ped Crossing □ 84F-3.01-D 25735□ 2□ Nordhoff St □ 84F-3.87 30260 □ Nordhoff Station South Ped Crossing □ 84F-3.95-D 30700□ 9□ Metrolink //IVan Nuys Station North Ped Crossing □ 84F-2.09-D 20860□ Keswick St 10□ 84F-2.12□ 21020□ 3□ 110 Arminta St□ 84F-2.33 22160 □ 21080□ Raymer[St[(Private)] 84F-2.14-X 12<sub>□</sub> 84F-0.35 □ 11700 □ Sylvan St 13<sub>□</sub> Kittridge[St□ 84F-0.77 □ 13890 □ Valerio St□ 84F-1.74 19020 □ <mark>4</mark>□ Lanark St 15<sub>□</sub> 84F-2.64 23800 □ 16<sub>□</sub> Chase St 84F-3.12 26300 □ 17<sub>□</sub> Plummer St 84F-4.37 32900 □ 18□ Victory Blvd□ 84F-0.49 12420 □ 19□ Saticoy St□ 84F-1.99 20350 □ 5□ 20□ Roscoe Blvd 84F-2.89 25110□ 210 Parthenia St/ Wesper □ 84F-3.29 27200□ 84F-0.99 15070□ 22□ Vanowen St□ 23□ Vanowen S. Station Ped Crossing □ 84F-1.03-D 15260 □ Vanowen N. Station Ped Crossing □ 84F-1.14-D 15860□ 25□ Vose St□ 84F-1.31 16730□ Sherman Way S. Ped Crossing □ 84F-1.31-D 16730 □ 6□ 27<sub>□</sub> 84F-1.43-D 17400 □ Sherman Way N. Ped Crossing □ 280 84F-1.49 17710 Sherman Way □ 29<sub>□</sub> Tupper[St□ 84F-4.12 31570□ N. Woodman Station / Canterbury Crossing □ 84F-4.96D 35950□ 31 □ N. Parthenia St □ 84F-3.41 27850 □ 34750 □ 32□ Woodman Ave □ 84F-4.72 **7**  $\Box$ 33 E Woodman Station South Ped Crossing □ 84F-4.81-D 35220 □ 84F-5.19 37250□ Beachy Ave □

CPUC Application Package	No.	Name	CPUC Crossing No.	Station
	35□	Arleta Ave □	84F-5.45□	38600
	36□	Bartee Ave □	84F-5.57□	39230□
	37□	Laurel Canyon Blvd□	84F-5.94□	41220
	38□	Laurel Canyon Station South Ped Crossing □	84F-6.03-D□	41660
	39□	$Laurel \hbox{${}^{\circ}$} Canyon \hbox{${}^{\circ}$} Station \hbox{${}^{\circ}$} North \hbox{${}^{\circ}$} Ped \hbox{${}^{\circ}$} Crossing \hbox{${}^{\circ}$} (Omelveny \hbox{${}^{\circ}$} Ave) \square$	84F-6.13-D□	42200
	40□	Kewen Ave □	84F-6.32□	43200
	41□	El Dorado Ave□	84F-6.58□	44600
8□	42□	S. Wan Nuys Station Ped Crossing	84F-6.63-D □	44850
	43□	N. (Van(Nuys(Station(Ped(Crossing□	84F-6.72-D□	45310

Page | **38** | of | **44** □ □

Exhibit E: Metro/City of LA Master Cooperative Agreement

## CITY OF LOS ANGELES

CALIFORNIA

WAYNE K. TANDA



DEPARTMENT OF TRANSPORTATION 221 M. PIGUEROA ST. SUITE S LOS ANGELES, CA 10012 [2131 500-1177

February 5, 2002

Mr. Roger Snoble
Chief Executive Officer
Los Angeles County
Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2932

RECEIVED

FEB 13 2003

CONSTRUCTION PROJECT MANAGEMENT EXECUTIVE OFFICE

Subject: SIGNED MASTER COOPERATIVE AGREEMENT

Dear Mr. Snoble:

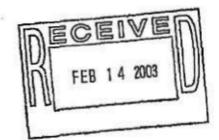
Attached is an executed copy of the Master Cooperative Agreement (MCA) for existing and future Design/Build Transit Projects between the City of Los Angeles and the MTA. The Mayor signed the MCA on December 18, 2002 and the City Clerk attested to it on January 21, 2003.

Sincerely,

Wayne Tanda Gederal Manager

C: Dennis Mori, MTA
John Higgins, MTA
Steve Carnavale, MTA
Amir Sedadi, Mayor's Office
Francine Oschin, CD 12
Shelley Smith, City Attorney
Maria Souza-Rountree, CLA
John Fisher, DOT
James Okazaki, DOT
Joe Kennedy, DOT

Attachment



C-104288

## MASTER COOPERATIVE AGREEMENT

## FOR THE DESIGN/BUILD METHOD OF PROJECT DELIVERY

## FOR DESIGN AND CONSTRUCTION OF RAIL AND BUSWAY TRANSIT PROJECTS

CITY OF LOS ANGELES

AND THE

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION

AUTHORITY

DATED: 1-27-03

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## LIST OF EXHIBITS:

- A Draft Special Permitting Process for SFV BRT
- B City Standards
- C Engineering Process for Design/Build Projects

# MASTER COOPERATIVE AGREEMENT FOR THE DESIGN/BUILD METHOD OF PROJECT DELIVERY FOR DESIGN AND CONSTRUCTION OF RAIL AND BUSWAY TRANSIT PROJECTS BETWEEN

## THE CITY OF LOS ANGELES

#### AND

# THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

THIS AGREEMENT, dated \_\_\_\_\_\_, 2002 is made by and between the Los Angeles County Metropolitan Transportation Authority ("MTA"), successor in interest to the Los Angeles County Transportation Commission ("LACTC"), and the City of Los Angeles ("City"). As used in this Agreement, terms identified by initial capital letters shall have the meanings set forth in Article 1, or as elsewhere provided in this Agreement.

## RECITALS

- A. MTA is a public entity created by the California State Legislature pursuant to PUC section 130050.2 et.sq. for many purposes including, but not limited to, the design, construction, and operation of rail and bus transit systems and other transportation facilities in Los Angeles County.
- B. MTA proposes to utilize the Design/Build method of project delivery to design and construct facilities necessary and convenient for various rail transit systems and busway transit systems, which systems will serve, and portions of its facilities will pass in, on, under, over or along public streets, highways, bridges, parks and other public Right-of-Way of, various municipal jurisdictions, including the City of Los Angeles, California. MTA's proposed projects at this time include, without limitation, the following:
  - The Metro Eastside Light Rail Transit Project (the "Eastside LRT Project"), which is defined as an approximately 6 mile light rail line currently proposed to traverse portions of the City of Los Angeles and unincorporated areas of the County of Los Angeles, between Union Station and Pomona Boulevard/Woods Street.
  - The San Fernando Valley East-West Transit Corridor (the "SFV BRT Project"), which is defined as an approximately 14 mile Bus Rapid Transit line currently proposed to traverse portions of the City of Los Angeles between North Hollywood and Warner Center.

- The Wilshire Corridor Bus Rapid Transit Project (the "Wilshire BRT Project"), which is defined as an approximately 14 mile Bus Rapid Transit line currently proposed to run along Wilshire Boulevard in portions of the Cities of Los Angeles, Santa Monica and Beverly Hills, and in unincorporated areas of the County of Los Angeles, between Western Avenue and a terminus located in the City of Santa Monica.
- The Exposition Corridor Light Rail Transit Project (the "Expo LRT Project"), which is defined as an approximately 9 mile light rail line currently proposed to traverse the City of Los Angeles, extending southward from Downtown Los Angeles to Exposition Park, and then westward along Exposition Boulevard to Venice Boulevard/Robertson Boulevard.
- MTA historically has used the "Design/Bid/Build" method of project delivery for its rail transit projects. However, MTA anticipates adopting the "Design/Build" method of project delivery for the at-grade and grade separated portions of the Eastside LRT Project and for the SFV BRT Project, and may elect to utilize Design/Build for other projects in the future. The adoption of Design/Build will require numerous changes in MTA's approach to those of its projects, which are delivered in whole or in part on a Design/Build basis.
- C. From time to time the construction, reconstruction or improvement of MTA's rail transit systems and busway transit systems (including but not limited to those described in Recital B above) will require the Rearrangement of all or portions of certain City Facilities. The Parties desire to cooperate to the end that such Rearrangements be consistent with City requirements and that when Rearrangements are required, both parties mutually agree on scope of Rearrangements prior to system design, including, but not limited to required improvements, project financing, design work, and betterments. The Parties desire to cooperate to the end that such Rearrangements be held to comply with City of Los Angeles requirements and standards in effect at the issuance of the Design/Build RFP. Such requirements may be revised if the Design/Build RFP is not awarded within one (1) year of the initial issuance
- D. City and MTA (as successor in interest to the LACTC) are parties to that certain Master Cooperative Agreement for the Design and Construction of Rail Transit Projects dated September 26, 1991 (the "Original Agreement") which, among other things, establishes procedures for the Rearrangement of City Facilities affected by rail transit systems constructed within City Rights-of-Way by MTA utilizing the Design/Bid/Build method of project delivery.

The Parties desire to 1) continue use of the Original Agreement for the MTA Rail Transit projects utilizing the Design/Bid/Build method of project delivery. 2) to develop this second Master Cooperative Agreement to accommodate the Design/Build method of project delivery for the design and construction of Rail and Busway Transit projects.

E. NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and MTA agree to add a second agreement for Design/Build methodology of project delivery, as follows:

-----

## Article 1 General Provisions

## 1.1 Scope of Agreement

- 1.1.1. This Agreement addresses the four Transit Projects described in Recital B above as well as any other MTA projects, which meet the definition of "Transit Project" set forth in Section 1.3.47 below. Among other things, this Agreement specifies (a) the procedures which MTA and City will follow in identifying, planning, designing and effecting Rearrangements of City Facilities in order for MTA to Design and Construct Transit Projects within the City, and (b) the manner in which City and MTA will be reimbursed, when applicable, for their respective Costs of such activities. Both MTA and City agree that each agency will cooperate and coordinate with the other in all activities covered by this Agreement and any supplemental agreements hereto. Further, City agrees to assist MTA by providing engineering, technical, analytical, and administrative support services with respect to building and safety, landscaping, transportation, civil engineering, illuminating engineering, public works inspection, fire/life safety, police protection and other areas deemed necessary by the City and MTA to successfully implement construction of the projects within the terms provided herein. Finally, City agrees to designate MTA's Transit Projects as high priority public works projects under the Special Permitting Process (SPP), to provide MTA with expedited review and approval procedures in connection with design, design reviews, permitting, property acquisition, and other authority to be exercised by the City for MTA's Transit Projects.
- 1.1.2. The terms and conditions of this Agreement shall not be applicable to the rights and obligations of the City Department of Water and Power ("DWP") or of MTA in relation to DWP, with respect to MTA's Transit Projects.
- 1.1.3 The terms and conditions of this Agreement shall not negate or otherwise modify the terms and conditions of any existing easements, licenses or other use and/or occupancy agreements between City and any former owner of real property now or hereafter owned by MTA, and to which MTA has become or hereafter becomes a successor either by assignment or by operation of law.

## 1.2 Duration of Agreement

The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and shall terminate on December 31, 2015. This Agreement shall automatically be renewed for one year terms commencing on the day following the last day of the Initial Term and on each subsequent anniversary of such day, unless either Party provides written notice of termination to the other no later than sixty (60) working days prior to the end of any term (including the Initial Term). In the event this Agreement is terminated prior to the completion of all Project construction within the City of Los Angeles, such construction shall thereafter be subject to the City's usual and customary permitting procedures and processes applicable to other contractors.

## 1.3 Definitions

For the purpose of this Agreement, the following terms shall have the meanings set forth below:

- 1.3.1. Abandonment is defined as the permanent termination of service or removal of an existing City Facility or portion thereof, and, if the City Facility or portion thereof is not being removed from its existing location, the work necessary to safely permit such City Facility to remain in place in accordance with applicable law and /or City of Los Angeles standards.
- 1.3.2. Betterment is defined as an upgrade to an existing facility, Replacement Facility, or component thereof, requested by City, after Design Freeze, and agreed to by MTA (whether constructed by MTA or by City or by their respective contractors), which will increase or upgrade the service capacity, capability, appearance, efficiency or function of such Replacement Facility over that which was provided by the corresponding Conflicting Facility ("upgrade"). The term "Betterment" shall include any upgrade, which MTA agrees, may be incorporated into the Design or Construction of a Rearrangement, in order to conform to revisions or additions to City Standards, which MTA is not required to accept pursuant to Section 2.5.1. The term "Betterment" shall also include any upgrade to a Conflicting Facility included in a rearrangement, which upgrade is requested by the City and agreed to by MTA, and which are not otherwise excluded from the definition of Betterment as set forth above. Betterments shall be entirely financed at the expense of the City. However, the following shall not be considered Betterments:
- (a) An upgrade, which the Parties mutually agree, will be of direct and principal benefit to the Construction or operation of a Transit Project.
- (b) An upgrade resulting from Design or Construction in accordance with the applicable City Standards and ordinances as set forth in Section 2.5.
- (c) Measures to mitigate environmental impacts identified in the Transit Project's Final Environmental Impact Report or Statement and any supplemental environmental reports.
- (d) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size.
- (e) A replacement or rearrangement that is the consequence of changes made by the MTA or its Design/Build contractors after the Design Freeze.
  - 1.3.3. Busway Bus Transit Facility, which could consist of;
    - (a) Separated facilities
    - (b) Mixed Flow facilities

- 1.3.4. <u>Busway Project</u> is defined as those busway systems of MTA, which are adopted for Construction for the public transportation of passengers, as well as any existing busway systems of MTA where the context so requires. "Busway Project" may refer to any one of the busways, and any portion or section thereof, as the context may require.
- 1.3.5. City is defined as the City of Los Angeles, California, including, but not limited to, its officers, boards, departments, bureaus, staff and agents, except that separate agreements shall be executed with the Department of Water and Power.
- 1.3.6. City Comment Due Date is defined as 20 working days from receipt of documents for Design Review.
- 1.3.7. City Facility is defined as real or personal property located within or near to the route of a Transit Project, such as structures, improvements, and other properties, which is under the ownership or operating jurisdiction of City, and shall include, but not be limited to, public streets, highways, bridges, retaining walls, alleys, storm drains, sanitary sewers, survey monuments, parking lots, parks, public landscaping and trees, traffic control devices, lighting equipment, and public police and fire alarm systems.
- 1.3.8. City Project is defined as the construction by, or at the direction of MTA or the City of a new facility, other than as the result of a Rearrangement.
- 1.3.9. <u>City Representative</u> is defined as the person(s), or the person(s) holding the specified position(s), designated by City pursuant to Section 1.4.1
- 1.3.10. City Rights-of-Way is defined as public streets and public casements as per Section 62.00 of the Los Angeles Municipal Code (LAMC).
- 1.3.11. City Standards: To ensure that the work performed within the Public Right-of-Way meets the expectation of both MTA and the City, and ensure that the Project meets the requirements of the current Project scope, MTA and its consultants, will utilize the latest editions of the City's design standards and ordinances in effect at issuance of the Design/Build RFP for the design of all Rearrangements, including but not limited to; the Standard Specifications for Public Works Construction ("SSPWC") as adopted by the Board of public Works, as modified by the corresponding issue of Standard plan S-610 and Special Provisions; (b) Standard Plan S-470.0; (c) Bureau of Street Lighting Special Specifications; and, (d) the Special Provisions and Standard Drawings for the Installation and Modification of Traffic Signals, including amendments, (e) the Manual of Uniform Traffic Control Devices, (f) the State of California Traffic Manual, (g) the State of California Standard Plans, (h) the Work Area Traffic Control Handbook, (i) the LADOT Worksite Traffic Control Plans (S-488.0), and those Standards and Manuals as Specified in Bureau of Engineering Technical Document Web Site.
- 1.3.12. Conflicting Facility is defined as an existing City Facility, which City and MTA determine is so situated as to require Rearrangement in order to construct or operate a Transit Project without adversely impacting the maintenance of that City Facility, and either;

- i) Runs parallel to the tracks will be at or rearranged to a location away from the Rail Right-of-Way to allow for placement of shoring at a minimum of 9' horizontal distance from the outside rail to the edge of shoring closest to the rail.
- ii) Crosses the tracks, which shall be encased with type 5 bedding 10' form the outside rail on both sides and under the trackway unless otherwise demonstrated that no adverse impacts to the existing facilities will occur due to track placement and both parties agree.

If such Conflicting Facilities are not rearranged or encased per (i) or (ii), and remain in the transit envelope, MTA shall pay all City maintenance costs and fees associated with the facility until the Conflicting Facility is relocated in accordance with Article 4 and per (i) and (ii) above. The parties may mutually agree not to rearrange a facility that falls under the above criteria. If such an agreement is made, MTA will not be subject to pay for City maintenance costs and fees for the facility.

- 1.3.13. Construction is defined as work of removal, demolition, replacement, restoration, alteration, realignment, building, fabrication, landscaping, supporting or relocation, of all new facilities to be constructed, systems, and equipment to be procured and installed that are necessary to operate and maintain the Project.
- 1.3.14. Cost is defined as all eligible direct and indirect costs as further defined in Article 8 for costs incurred by City, and in Article 9 for costs incurred by MTA.
  - 1.3.15. County is defined as the County of Los Angeles, California.
- 1.3.16. <u>Design</u> is defined as that engineering and architectural, and other submittals and the resulting maps, plans, drawings, computer software, estimates, specifications and special provisions, which are necessary for the elimination of conflicts, construction of the Rearrangements and Replacement Facilities, providing protection for the existing facilities, and/or Transit Projects under the terms of this Agreement.
- 1.3.17. <u>Design/Build</u> ("D/B") is defined as the method of project delivery in which MTA engages a Design/Build Contractor to both furnish the Final Design of and Construct a project.
- 1.3.18. <u>Design/Build Contract</u> is defined as the documents that are used by MTA to contract with a contractor to design, build, fabricate, install, and prepare for operations the facilities and systems necessary to operate the Project as specified in the documents, and to demonstrate the operability of the Project through the period of pre-revenue operations.
- 1.3.19. <u>Design/Build Contractor</u> ("D/B Contractor") is defined as a single entity or joint venture, which is engaged by MTA to complete the Design of and to construct a project pursuant to a Design/Build procurement.
- 1.3.20. Design Development is defined as the phase of the Design process, which validates schematic design concepts and system criteria and develops a clear indication of design solutions for requirements outlined in the Preliminary Engineering Design phase. At the completion of Design Development, major features of the architectural, structural Design and

third party interfaces have advanced in conjunction with performance specifications, thereby providing the basis for Final Design. This is further defined in Attachment 'C'.

- 1.3.21. <u>Design Freeze</u> is the point when design is frozen for the purpose of procuring the Design/Build contractor who will complete design and construct the project. This is further defined in Attachment 'C'.
- 1.3.22. <u>Design Review</u> is defined as the process of critical evaluation of plans and specifications by the MTA, the City, and others as specified by MTA that are developed by consultants and/or the Design/Build Contractor which are necessary for the construction of the Project. Design Reviews shall be conducted at three critical time frames, which are defined as the Basis for Design/Build Contracting, the Preliminary, the Pre-Final and Final Design. This process will be defined for each project. Construction shall not begin until the City approves the Final Design submittal for work within City Right of Way or affecting City Facilities.
- 1.3.23. Eastside LRT Project is defined with the meaning set forth in Recital B of this Agreement.
- 1.3.24. <u>Effective Date</u> is defined as the date on which this Agreement has been approved by City's Council, Mayor, and MTA's Board and has been fully executed on behalf of both MTA and City, whichever comes later.
  - 1.3.25. Expired Service Life Value is defined with the meaning set forth in Section 9.
- 1.3.26. Expo LRT Project is defined with the meaning set forth in Recital B of this Agreement.
- 1.3.27. Final Design is defined as the phase of the Design process, which provides the detailed design and technical specifications for all temporary and permanent project facilities. This phase addresses and resolves all Design review comments, construction issues, and third party comments and finalizes all engineering, architectural, and systems of such phase of the Design process necessary for complete construction documents. The detailed Final Design may be furnished either by a D/B Contractor or by the MTA's design consultant. MTA shall review all submittals prior to submitting to City of Los Angeles to ensure they are complete and have addressed any prior comments by the City. Following review and comments the contractor will make the necessary changes and sign and seal as "Engineer of Record".
- 1.3.28. <u>Initial Term</u> is defined with the meaning set forth in Section 1.2 of this Agreement.
- 1.3.29. MTA is defined as the Los Angeles County Metropolitan Transportation Authority.
- 1.3.30: MTA Fiscal Year shall mean each one-year period commencing on July 1 of a calendar year and terminating on June 30 of the following calendar year.
- 1.3.31. MTA Representative is defined as the person, or the person holding the specified position, designated by MTA pursuant to Section 1.4.2.

## 1.3.32. Partial Design Submittal is defined as follows:

- (a) Partial Design Submittal by MTA, its consultants, or its Design/Build contractors to the City, shall be a complete segment or segments of a Project Design Submittal containing work related to all City Facilities within the area, to be reconstructed or rearranged. This will be submitted to the City, for review and approval, prior to submittal of a fully integrated Project Design to the City, for review and approval, as set forth in Section 2.1.3 of this Agreement.
- (b) On all Partial Design Submittals limits of work shall be referenced with stationing and shall reference the plan sheets of each adjacent Partial Design Submittal segment.
- (c) Each complete segment shall include but not be limited to all proposed reconstruction and rearrangements for Streets, Sanitary Sewer, Storm Drain, Traffic Control, Striping, Traffic Signalization, Street Lighting, and composite Utility Relocation plans.
- 1.3.33. Original Agreement is defined with the meaning set forth in Recital D.
- 1.3.34. <u>Parties</u> are defined as MTA and City collectively, and a "Party" is defined as each of MTA and City individually.
- 1.3.35. <u>Pre-final submittal</u> is the Design/Builder submittal of the completed design drawings, specifications, and pertinent documentation for review, comment, and approval by MTA and the City. Submittals may be in the form of segments, or portions of the Project. This is further defined in Exhibit 'C'.
- 1.3.36. Preliminary Engineering (PE) Design is defined as the phase of the Design process which takes a project from a conceptual state to a level of project Design definition that describes the project technical and architectural approach in order to address environmental and community impacts, interfaces with utilities and existing infrastructure/facilities, operational characteristics, an estimate of project costs and a project execution schedule. The Preliminary Engineering Design phase is initiated concurrent with or at the conclusion of the Draft Environmental Impact Statement and Draft Environmental Impact Report and after the selection of the locally preferred alignment. It may also reflect mitigations committed to by the MTA but not yet included in the DEIS/DEIR.
- 1.3.37. Rail Project is defined as those rail transit ways of MTA, which are adopted for Construction for the public transportation of passengers, as well as existing rail transitways of MTA where the context so requires. "Rail Project" may refer to any one of the transitways, and any portion or section thereof, as the context may require.
- 1.3.38. Rearrangement is defined as the work of removal, replacement, restoration, alteration, reconstruction, support or relocation of a Conflicting Facility or portion thereof, whether permanent or temporary, which MTA and the City determine must be rearranged in

order to design, build, and/or operate the project. It is also used for the work of installing new and required City infrastructure due to the impact of the Transit Project construction.

- 1.3.39. Replacement Facility is defined as a facility, which may be constructed or provided under the terms of this Agreement as a consequence of the Rearrangement of a Conflicting Facility or portion thereof, and which meets applicable City Standards as set forth herein.
- 1.3.40. SFV BRT Project is defined with the meaning set forth in Recital B of this Agreement.
- 1.3.41. Special Permitting Process ("SPP") is defined as that certain "MTA Rail and Busway Transit Projects Special Permitting Process and Waiver of Certain Permit Fees. A draft version is attached here to as Exhibit "A"
- 1.3.42. SPP Notification Matrix is defined as that certain "MTA Transit Projects, City of Los Angeles, Notification Matrix" attached to the Special Permitting Process, identifying, and providing telephone numbers for those individuals or departments to which MTA and its contractors should provide notices as required. This matrix is provided to assist MTA in the coordination work.
- 1.3.43. Street Lighting System is defined as a complete lighting system to illuminate City, bus and rail rights-of-way, including, but not limited to, public roadways, detour roadways, sidewalks, detour sidewalks, bridges, underpasses, overpasses, walkways and other public improvements to meet applicable City Standards as set forth herein. Street Lighting System components include, but are not limited to, poles, foundations, luminaries, lamps, pull boxes, conduit, wires, service points and other related equipment.
- 1.3.44. Subject Transit Project is defined, when referenced in connection with a particular Rearrangement, as the Transit Project which necessitates such Rearrangement; provided, however, that if MTA enters into more than one D/B contract or construction contract for a particular Transit Project, then where the context so requires, the term "Subject Transit Project" shall refer to that portion of such Transit Project which is being constructed by a particular contractor and which necessitates such Rearrangement.
- 1.3.45. Substitute Facility is defined as a facility, which is equal, in terms of service and/or capacity, to the corresponding Conflicting Facility that requires Rearrangement and which meets applicable City Standards as set forth herein and has similar design.
- 1.3.46. <u>Temporary Facility</u> is defined as a facility constructed for the purpose of ensuring continued service while a Conflicting Facility is taken out of full or partial service while it undergoes its permanent Rearrangement and/or any work on a City Facility to accommodate the construction of a Transit Project, but which will be removed or restored to its original condition after such construction activities are completed.
- 1.3.47. <u>Traffic Management Plan</u> is defined as a plan that addresses traffic control requirements in Construction areas through a worksite Traffic Control Plan ("WTCP"), and along detour routes through a Traffic Circulation Plan ("TCP"). A WTCP is a site-specific

Design for temporary traffic control and diversion of vehicular and pedestrian traffic through or adjacent to a work area, incorporating base conditions, temporary conditions, construction impact areas, and all temporary/permanent traffic controls and advisory signage. On a larger scale, a TCP addresses operation along an alternate route which bypasses a work area, or multiple intersections affected by concurrent Construction, by means of striping, signing, signals, delineators, barricades, warning lights or other traffic control devices. The operation of a Traffic Management Plan is affected by Construction phasing plans and Construction schedules and shall be consistent with the requirements of the contractor, furnished by LADOT.

- 1.3.48. Transit Projects are defined as Rail Projects and Busway Projects collectively, and a "Transit Project" is defined as an individual Rail Project or a Busway Project, as the context may require. The Transit Projects include, but are not limited to, the MTA projects described in Recital B. Where the context so requires, "Transit Project" refers to the Design and Construction undertaken by or at the direction of MTA in order to create a new Rail Project or Busway Project, or in order to reconstruct, alter, or extend an existing Rail Project or Busway Project.
- 1.3.49. Transit Project Facility is defined as a facility under the ownership or operating jurisdiction of MTA, which is a component of a Transit Project.
- 1.3.50. <u>Transit Project Right-of-Way</u> is defined as (a) real property owned or controlled by MTA and used (or proposed to be used) for Transit Project purposes, and (b) those portions of public streets or rights-of-way on which are located (or proposed to be located) Transit Project Facilities or which are otherwise used and maintained (or proposed to be used and maintained) by MTA for Transit Project purposes.
- 1.3.51. Wilshire BRT Project is defined with the meaning set forth in Recital B of this Agreement.
- 1.3.52. Work Order is defined as that document which MTA shall issue to each appropriate City department, bureau, division or other constituent entity authorizing funding for a defined scope for performance of Design, Design review, inspection, Construction, and/or supply of materials and equipment under the terms and conditions of this Agreement, which will become effective with City acceptance by signing off on the Work Order.
- 1.3.53. Working Days is defined as any calendar day excluding Saturdays, Sundays and those legal holidays identified in Los Angeles Administrative Code, Article 9, Section 4.119.

#### 1.4. City Representative and MTA Representative

1.4.1. City Representative. For each Transit Project, City shall designate as the City Representative the LADOT General Manager or his/her designee, to act as the City Representative for such Transit Project. A single individual may be the City Representative for one or more Transit Projects, depending on the requirements of the Transit Project(s) to which he or she is assigned. The City Representative(s) shall be dedicated to their assigned Transit Project(s) to assist the MTA in the delivery of such Transit Project(s) and each component thereof in a timely manner. The City Representative(s) will have the responsibility (i) to manage and coordinate interaction of City with the MTA, (ii) to produce the necessary work documents

and reports, Cost and Work Order status, and (iii) to undertake reviews and make approvals as required by this Agreement.

1.4.2. MTA Representative. For each Transit Project, the Chief Executive Officer of MTA shall designate a person, or the holder of a specified office or position, to act as the MTA Representative for such Transit Project. At MTA's option, a single individual may serve as the MTA Representative for any number of Transit Projects. The MTA Representative will have the responsibility to manage and coordinate MTA interaction with City, and to cause production of the necessary Design and Construction documents for City review and/or approvals as called for under this Agreement, to issue Work Orders, and to undertake reviews and make approvals as required by this Agreement. MTA may change its designated MTA Representative by providing ten(10) Working Days prior written notification to City.

#### Article 2

#### Design

# 2.1 · Coordination

The MTA Representative and the City Representative shall establish general guidelines, working relationships, administrative policies, standards of design and construction, approval procedures with respect to Design Review, and coordination of Construction, right-of-way acquisition and Rearrangement of City Facilities pursuant to this Agreement in order to permit the timely design, construction and operation of Transit Projects. All such guidelines, relationships, policies, procedures and coordination shall be considered part of this Agreement. MTA shall consult with the City Representative in establishing the schedule for Design of Rearrangements; however, the schedule shall be consistent with MTA's Construction schedule for each Transit Project, as determined by MTA, and as deemed reasonable by the City. Preliminary Engineering through final design by the Design/Build contractor is presented in Exhibit "C".

- 2.1.2 Certain components of the Transit Project Construction will require interruption of some City services. Based upon an approved plan, City hereby consents to necessary scheduled interruption of service, deemed necessary by MTA, and mutually agreed to by the City; however, MTA shall provide prior notice in accordance with the SPP Notification Matrix before City services are interrupted. MTA will notify affected parties Residents, businesses, Council office, and other elected officials in advance of scheduled interruptions and will cooperate with City to minimize interruption of City service and resulting disruptions. Where the City determines that Temporary Facilities are necessary and appropriate, MTA shall provide such Temporary Facilities.
- 2.1.3 City recognizes that time is of the essence for all Transit Projects, and that certain portions of Design/Build Transit Projects may involve Partial Design Submittals to facilitate early Construction of complete segments of a project prior to completion and approval of a completely integrated Final Design for the entire project. Each Partial Design Submittal will

identify the particular segment by station reference and cross reference all adjoining segments to be submitted for City's review and approval for early construction. City agrees to review Partial Design Submittals and, when submittal is satisfactory to the City, to approve for early construction (subject to Section 2.1.4 and to the timing and other requirements of this Agreement) all such Partial Design Submittals in order to facilitate such early Construction. City's comments on Partial Design Submittals shall identify any aspects of the identified segments, which do not conform to applicable City Standards, based on the information provided. Construction components identified by the City, which do not conform to City Standards, Requirements, or Ordinances shall not proceed to early construction.

2.1.4. The Parties recognize that City approval of Partial Design Submittals might result in Design or Construction of City facilities that are non-conforming to applicable City Standards. MTA shall be responsible for correction of all such non-conforming Design and/or Construction so long as (i) requested by City in connection with a written nonconformance notice submitted to MTA staff within two (2) working days, (ii) requested by the City in connection with final design approval of an entire Facility in order to conform that Facility to applicable City Standards and (iii) correction is necessary to prevent public health and/or safety risk.

# 2.2 Design of Rearrangements Performed by MTA, Its Consultants and Contractors

Unless otherwise mutually agreed, MTA (or its consultants and/or contractors) shall Design all Rearrangements including Betterments thereto. For design of Betterments, MTA must secure City's approval in advance. For the Design of any specific Rearrangements, which will be performed by MTA (or its consultants and/or contractors), MTA shall issue Work Orders for City to review plans and specifications as required, and the following procedures shall govern.

- 2.2.1 Coordination of Design and the development of the Design plans and specifications shall be accomplished by the MTA Representative (who shall confer from time to time with the City Representative), except to the extent that responsibility for same has been delegated to MTA's consultants and/or contractors.
- 2.2.2 The Parties will develop a mutually agreeable process and schedule and electronic format for submittal of plans and specifications for each reconstruction and Rearrangement of City Facilities at the Preliminary Engineering, Design Development and Final Design stages and for City review and approval or comment regarding same, consistent with the requirements of this Agreement:
- (a) Within seven (7) working days after receipt of a Design submittal for a Rearrangement, (i) City shall inform MTA whether the plans and specifications are sufficiently complete for City review purposes, and (ii) if not sufficiently complete, City shall so notify MTA, or shall return the plans and specifications to MTA together with an identification of those portions that are not sufficiently complete and a description of the missing information listing the deficiencies. If no such notice or return is received by MTA within such seven (7) working days, the plans and specifications shall be deemed complete and acceptable for review purposes.
- (b) Within twenty (20) working days after receipt of each submittal, City shall review and approve the plans and specifications or transmit its comments in the form of a

comment matrix and annotated plans (as appropriate) to MTA. If no comments are received within such period, the submittal shall be deemed complete and satisfactory to, and approved by, City. Before the 20 working days review period ends, the City and MTA may agree to an extension of the review period, should the workload or lack of sufficient information for review justify the extension. MTA will ensure that City comments are resolved prior to resubmittal. The next submittal will include the comment matrix confirming resolution of City comments.

2.2.3 MTA, its consultants, and its contractors, are responsible for errors and omissions in the plans, specifications, submittals, and all other related contract documents. City agrees that during the Final Design stage, it shall not raise any new issues, or make any comments, which are inconsistent with its comments on earlier submittals, or with any changes thereto agreed to by City and MTA. City's approval of the Final Design for any Rearrangement will not be withheld if the submittal is consistent with (a) the most recent previous submittal for such Rearrangement, modified as appropriate to respond to City comments on such submittal (other than any such comments which are disallowed pursuant to the preceding sentence) and to reflect any subsequent changes agreed to by City and MTA, or (b) earlier submittals for such Rearrangement which have been approved (or deemed complete and approved) by City. However, subject to the first sentence of this Section 2.3.3. City shall have the right to make new comments on any material changes in Design from previous submittals.

# 2.3 Design of Rearrangements Performed by City

If MTA and City mutually agree that City (or its consultants and/or contractors) shall Design a specific Rearrangement, MTA shall issue a Work Order to City, upon receipt of which City shall proceed to perform the Design of such Rearrangement, and the activities referred to in the following subsections:

- 2.3.1. City shall perform its Design work in conformance with MTA's Design schedule and shall coordinate throughout Design with MTA to develop plans satisfactory to both MTA and City for each Rearrangement. The schedule for City's completion of design, coordination requirements, review procedures, and related provisions shall be mutually agreed to and included as attachments to the Work Order, which shall also include the not-to-exceed cost of completing the Design of the specific Rearrangement and agreed upon scope. Betterments shall be addressed in accordance with Section 2.4.
- 2.3.2. City shall submit a set of the completed Design plans and specifications, including City's estimate of the cost of Construction (less applicable credits in accordance with Article 9) and City's estimate for the time needed to perform the required Rearrangement work, to MTA for its review and approval. Unless otherwise expressly provided for herein, City may not change the approved plans during the progress of Construction, except with prior written concurrence of MTA. This shall not apply to unapproved proposed plans. MTA's review and approval of any Design furnished by City, its consultants or contractors shall be solely for purposes of assessing compatibility of the Replacement Facilities with the Transit Project, coordination with MTA's work on the Transit Project, and Cost issues. MTA will review the Design plans and specifications for their compatibility with the overall design.

2.3.3. City shall be responsible for errors and omissions for any new plans and/or specifications prepared by City, its consultants or contractors.

#### 2.4 Betterments

- 2.4.1. As soon as possible, preferably during the Preliminary Engineering Design phase but in any event no later than the Final City Comment Due Date for each Rearrangement, City shall inform MTA what Betterments, if any, City desires so that MTA can review the Betterments and determine whether they satisfy the requirements set forth in Section 2.4.2. Each Design furnished by City shall specifically identify any Betterments included in such Design.
- 2.4.2. It is understood and agreed that MTA will not pay for or bear the Cost of any Betterment, and that no Betterment may be performed in connection with any Rearrangement (whether Designed or Constructed by City or by MTA) which is incompatible with a Transit Project or which cannot be performed within the constraints of applicable law, any applicable governmental approvals and/or MTA's schedule for the Transit Project. City shall bear the Cost of all Betterments included in each Rearrangement, by crediting MTA therefore in accordance with Article 9 or, as applicable, by paying MTA therefore in accordance with Article 9 and Sections 2.4.3.
- 2.4.3. For a Rearrangement to be constructed by MTA, the price, which City shall pay for each, requested and included Betterment shall be in accordance with Article 9.

#### 2.5 General Design Criteria

- 2.5.1. The City shall notify MTA of any revisions or additions to City design standards. The Design of each Rearrangement, whether furnished by City or by MTA (or by their consultants or contractors), shall conform to the City Standards and ordinances as defined in Section 1.3.9 and Exhibit "C". Together with revisions or additions thereto, which are required to be incorporated into the design product pursuant to the following provisions in Section 2.5.
- 2.5.2 With respect to Rearrangements as to which the Subject Transit Project is being procured on a Design/Build basis, the Design product shall incorporate any revisions or additions to the City Standards of which City has notified MTA on or before the earlier of (i) twenty (20) working days after their formal issuance or adoption, and (ii) the applicable City Comment Due Date. The Design product also shall incorporate any subsequent revisions of or additions to the City Standards of which City notifies MTA prior to the deadline scheduled by the parties pursuant to Section 2.3.2 for City's final comments on the Final Design, provided that (a) such subsequent revisions or additions (i) do not require Design product changes necessitating resubmittal of the Design product to the City and (ii) do not increase the cost of and/or time for Construction as initially estimated or require amendment of, or change order for, any related Construction documents, or (b) such revisions or additions result from changes in federal or state laws, rules or regulations which mandate incorporation of the changes into the Design product.
- 2.5.3. City agrees that it shall not adopt any new City Standards, or otherwise amend or supplement any existing City Standards, for the sole or primary purpose of affecting any Transit Project.

2.5.4 City agrees to comply with section 2.5 as long as the applicable Transit Project stays within the original general timeline and/or schedule for its design and construction. If the Project is placed on hold by MTA, for any reason, for a period of two (2) or more years, the City will have the option to review and modify any City standards from the previous design. The City will not be liable for any costs due to the changes in standards due to this type of project delay.

# 2.6 Changes in Approved Plans

Following City approval, changes in Design shall require both MTA's and City's approval. MTA shall not unreasonably withhold its consent or approval necessary to incorporate City requested changes into approved plans or specifications. All changes required to accommodate differing site conditions are the responsibility of MTA, its consultants, and contractors. Field changes required due to differing site conditions must be reviewed and approved by the City. MTA, its consultants, and contractors must comply with all applicable City Standards and ordinances as provided in Sections 1.3.11 and 2.5.

# 2.7 Specific Design Requirements for Rearrangements

- 2.7.1 Surface Openings. To the extent practical, MTA shall locate surface openings, if any, such as ventilation gratings, to cause the least effect on existing features of landscape and improvements and the least public disruption, and when practical they shall be located in MTA owned lands. In determining location of surface openings, health and safety concerns are paramount. Placement of ventilation gratings in sidewalks will be avoided, as much as possible at all times, and obtain City concurrence prior to placement. Other openings, such as mechanical access openings shall be permitted in sidewalks provided said openings are enclosed by a mutually acceptable method. The exact location and size of such openings shall be mutually agreed upon by the City and MTA.
- 2.7.2. Landscaping. Trees and landscaped areas under ownership or daily control of City shall be preserved whenever practical. Trees in a Transit Project's construction area and which are to remain shall be adequately protected. Trees that must be removed due to Rearrangements shall be replaced in accordance with applicable City Standards and shall be coordinated with the City's Bureau of Street Services, Street Tree Division. Landscaped areas removed due to Rearrangements shall be restored to the original condition to the extent practical as agreed to by the City and MTA using approved plans. Preservation and/or replacement of trees and landscaping at parks affected by Transit Projects shall be coordinated with City's Department of Recreation and Parks. A tree replacement report may be required, at City's discretion, depending on the extent and type of tree replacement.
- 2.7.3. Traffic Control Devices Certain of the contemplated Construction will require the removal and reinstallation of traffic control devices. Provided that MTA's plan for same has been approved by City, City hereby consents to all removals, temporary installations, reinstallations and interruption of traffic control devices in compliance with such plan and deemed necessary by MTA and performed by MTA's contractors; however, MTA shall provide prior notice in accordance with the SPP Notification Matrix before service of traffic control devices is interrupted. MTA will cooperate with City to minimize interruption of services of traffic control devices. As required, MTA shall issue Work Orders to City for necessary removal

and reinstallation of existing parking meters, traffic signals, and other traffic control devices, including but not limited to posts, signs, pavement markings, and striping, in accordance with MTA's Construction schedule.

- 2.7.4. Street Lighting. Certain of the contemplated Construction will require the removal, modification, and reinstallation of existing or installation of new Lighting Systems depending on the impact of the transit project on City facilities. Provided that MTA's plan for same has been approved by City, City hereby consents to all removals, temporary installations, reinstallations of existing, installation of new lighting systems in compliance with such plan, and interruptions of Street Lighting Systems in compliance with such plan and deemed necessary by MTA and performed by MTA's contractors; however, MTA shall provide at least three (3) Working Days prior notice in accordance with the SPP Notification Matrix before service of Street Lighting Systems is affected, to be approved by the City. MTA will cooperate with City to minimize interruption of street lighting service. As required, MTA shall issue work orders for the Rearrangement of lighting system when required.
- (a) Any work that will affect lighting systems, maintained by or under the jurisdiction of City, must be approved for compliance with applicable City Standards by the City Burcau of Street Lighting. Street Lighting System Design must be forwarded for review and approval to the City Director of the Burcau of Street Lighting.
- (b) Except as mutually agreed by the Parties, all lighting systems maintained by or under the jurisdiction of City within the boundaries of a Transit Project, as well as all lighting systems in the direct vicinity thereof (same circuit), shall be maintained and kept in operation at all times during Construction. City shall not unreasonably withhold its approval to interrupt service as necessary for a Transit Project.
- (c) In the event of any damage caused by a MTA contractor to lighting systems maintained by or under the jurisdiction of City, the Bureau of Street Lighting and Bureau of Contract Administration must be contacted in accordance with the SPP Notification Matrix. All damages, must be repaired as soon as reasonably possible, under City inspection by MTA's contractor at no expense to City. If City is performing lighting system Construction, then City is responsible only for repair of damage caused by City forces.
- 2.7.5. Private Projections in Public Ways. Upon a determination by MTA that any private projections in, over or under any City Facility, including streets, highways or other City Rights-of-Way, must be removed to accommodate a Transit Project, MTA shall issue a Work Order to City, and City shall take any and all reasonable action within its power to require the elimination of such projections at MTA's expense prior to the scheduled start of Transit Project construction in the affected location, unless the encroachment is a City authorized encroachment which the City has no right or ability to eliminate, move, remove, or otherwise terminate. If City is unable to effect the removal of such projections, MTA shall make its own arrangements for removal of such projections, whether through exercise of its powers of eminent domain, through negotiation with the owner, or otherwise. If it is determined that the cost of removal is not the responsibility of the private owner, then MTA shall bear the cost of removal of said projections. City shall cooperate with MTA to minimize the cost to eliminate, move, remove or otherwise terminate projections where determined necessary by MTA and agreed to by the City.

# 2.8. Construction Staging Plans

2.8.1. Plan Requirements - Construction staging. MTA, through its consultants, contractors, subcontractors or agents, shall develop construction-staging plans. Construction staging plans shall provide, among other things, for the handling of vehicular and pedestrian traffic on streets adjacent to Transit Project Construction with the Construction phasing showing street closures, detours, warning devices and other pertinent information specified on the plan (worksite traffic control plans). Such plans shall incorporate actions to maintain access to businesses adjacent to the Construction areas, and actions to ensure safe access and circulation for pedestrians and vehicular traffic as described in the worksite traffic control plans. MTA will ensure that the plans complement elements of public awareness as well as mechanisms to assist affected Parties in complaint resolutions. City understands that MTA requires flexibility in the execution of Construction phasing and traffic management planning during Construction, and therefore agrees to impose requirements for traffic management planning and Construction sequencing which are necessary in order to secure, ensure, and provide for public health and safety, and functionality. All worksite traffic control plans, traffic circulation plans, and temporary traffic signal plans will be submitted to City for review and approval prior to implementation.

- 2.8.2. Plan requirements Street Lighting Systems. MTA, through its contractors, subcontractors or agents, shall develop street lighting staging plans. Street Lighting Construction staging plans shall provide, among other things, for the safety and security at nighttime of vehicular and pedestrian traffic on streets adjacent to Transit Project Construction with the Street Lighting Construction phasing showing street closures, detours, lighting devices, circuit and power service connections, and other pertinent information. Such plans shall incorporate lighting levels to maintain safe access to businesses adjacent to the construction areas, and to ensure safe circulation for pedestrian and vehicular traffic as described in the City's Lighting Standards. The City understands that MTA requires flexibility in the execution of construction phasing, and therefore agrees to impose minimum requirements for the construction sequencing, which are necessary in order to achieve reasonable goals of public health, safety, and functionality. All street lighting construction staging plans will be submitted to the City for review and approval in accordance with section 2.8.4 (b) and in accordance with the SPP prior to implementation
- 2.8.3. Review of Plans. City shall review and if determined to be acceptable, approve worksite traffic control plans or transmit its comments to MTA, within twenty (20) working days after receipt thereof. If no comments are received within such period, the submittal shall be deemed complete and satisfactory to, and approved by, City. MTA and the City may agree to extension of review time before review period ends, if workload or lack of information justifies this.
- 2.8.4 <u>Information</u>. To assist MTA in coordination and the development of construction staging plans, City will furnish to MTA in writing during Design at the time required by MTA's schedule the following information, or when mutually agreed City shall prepare the worksite traffic control plans which shall include:
- 2.8.4.1. (a) The traffic lane requirements for streets impacted by construction activities.
- (b) Streets, which may be proposed for closure completely during Construction and the duration of the closure. (Streets, which are Major and Secondary highways, require Council and Board of Public Works approval. Local and collector streets require Board of Public Works approval)
  - (c) Parking restrictions, which will be imposed during the Construction period.
    - (d) Detours.
    - (e) Preliminary Haul routes and overloads routes.

#### 2.8.4.2. All relevant City Facilities information (other than streets):

- (a) City Facilities in which service must be maintained.
- (b) City Facilities in which service may be abandoned during Construction.

- (c) Proposed phasing or sequencing of Construction of Rearrangements.
- (d) Rights-of-way, which must be acquired for Replacement Facilities and Rearrangements.

# 2.9 Assistance by City

City agrees to assist MTA, by providing engineering, technical, analytical and administrative support services with respect to of fire/life safety, police security, transportation engineering, civil and structural engineering, illuminating engineering, park engineering, storm drain and sanitation engineering, public works inspection and in other areas when mutually agreed, and in such an event MTA shall issue a Work Order to City to perform some or all of the activities referred to in the following subsections:

- 2.9.1. <u>Fire/Life Safety</u>. Assistance in the Design, Construction and operations planning of Transit Projects as it relates to fire prevention, fire suppression, and emergency preparedness with respect to fires or other major disasters. The assistance shall also include reviews for conformance of fire/life safety codes, standards and regulations. Fire Department representatives will be invited to participate as active members of MTA-designated committees dealing with fire/life safety issues.
- 2.9.2. <u>Police Security</u>. Assistance in the Design, Construction and operations planning of Transit Projects as it relates to personal and property security, deterrence and detection of criminal activity and the apprehension of criminals. The assistance shall also include, if requested by MTA, participation by police department representatives as active members of MTA-designated committees dealing with police security.
- 2.9.3. Transportation Engineering. Assistance in the Design, Construction and operations planning of Transit Projects as it relates to facilitating movement of automobiles, buses and pedestrians into and from the Transit Projects. The assistance shall also include the preparation and/or review and approval of work site traffic controls plans, traffic circulation plans, temporary traffic signal, geometric striping, traffic signal software development, permanent traffic signal plans and monitoring installation of those prepared or installed by MTA's contractors and consultants, through an MTA Work Order, City will prepare plans for final geometric striping and signal plans for Transit Projects.
- 2.9.4. <u>Illuminating Engineering</u>. Assistance in the Design and construction of Street Lighting Systems affected by a Transit Project. The assistance shall also include review and approval of contractor-prepared temporary street lighting and street lighting demolition plans as well as final restoration Street Lighting System Designs prepared by MTA's contractors and consultants, and administration of "Prop. 218". If requested by MTA through a Work Order, City shall prepare the final demolition and restoration Street Lighting Systems Designs for Transit Projects.
- 2.9.5. <u>Recreation and Park Engineering</u>. Assistance in the Design, Construction and operations planning of Transit Projects as it affects recreational areas, landscaping and lakes within City parks.

- 2.9.6. General Services. Assistance through the provision of general services support (including helicopter flight services, for the purposes of, among others, traffic monitoring, general aerial transportation surveillance, public affairs, media affairs, major incident response) and materials testing.
- 2.9.7. <u>Civil and Structural engineering</u> Assistance in design, design review, construction, and operation of other City facilities.
- 2.9.8. All Other Areas. Assistance in Design, Construction and operations of other City Facilities.

# 2.10 City Review of Transit Project Design Affecting City Rights-of-Way

- 2.10.1. The Parties will develop a mutually agreeable process for MTA submittal of plans and specifications for Transit Project Facilities located within, on, under or over City Rights of Way at the Preliminary Engineering, Design Development and Final Design stages and for City review and comment regarding same; provided, however, that such submittals and responses shall conform to MTA's schedule for the applicable Transit Project and to the following requirements:
- (a) Within seven (7) working days after receipt of a Design submittal for a Transit Project Facility, (i) City shall inform MTA whether the plans and specifications are sufficiently complete for City review purposes, and (ii) if not sufficiently complete, City shall so notify MTA, or shall return the plans and specifications to MTA together with an identification of those portions that are not sufficiently complete and a description of the missing information listing the deficiencies. If no such notice or return is received by MTA within such seven (7) working days, the plans and specifications shall be deemed complete and acceptable for review purposes.
- (b) Within twenty (20) working days after receipt of each submittal, City shall review the plans and specifications and either advises MTA that it has no comments, or transmit its comments to MTA. City comments will be submitted on a comment matrix and annotated plans. If no comments are received within such period, the submittal shall be deemed complete and City shall be deemed to have no comments thereon. Extensions may be requested by the City and granted by the MTA, if workload and lack of sufficient information justify this action.
- (c) The provisions of this Section will also apply to any resubmittal of plans and specifications by MTA, whether in response to a City notice or return of incomplete plans and specifications, or in response to substantive City comments. Resubmittals shall include the City's comment matrix, City's annotated plans, and confirmation of comment resolution.
- 2.10.2. MTA will incorporate all City comments made in accordance with the provisions of this Section. MTA shall conduct comment resolution meetings to address City comments and reach satisfactory a resolution.

# 2.11 Coordination of New and Unrelated City and Other Facilities.

- 2.11.1. Throughout the term of this Agreement, if City plans to construct new facilities unrelated to a Transit Project that would cross or otherwise occupy locations that might conflict with Construction or operation of a Transit Project, City will coordinate the Design and installation of such facilities with MTA such that these facilities will minimize conflict with the Transit Project.
- 2.11.2. MTA has established with the City a ZI-1117 permit process to identify existing or proposed transit facilities and require projects within the MTA project limits to obtain MTA concurrence prior to final plan sign off. MTA shall have the right to final permit sign off. MTA shall have the right to refuse to allow any such construction, which directly impacts the an existing transit facility or the construction of a Transit Project. Also, should MTA determine that a proposed new City facility or construction by others, not related to or required because of the MTA projects, will delay or otherwise conflict with the construction of a Transit Project or any portion thereof, MTA shall have the right to condition the installation of such facility or other construction upon such relocation, modifications, and/or scheduling adjustments as mutually agreed to between the City and MTA. MTA will allow the City or others access for emergency repairs to existing facilities. This shall not apply to any type of work required for City facilities because of an MTA project.
- 2.12. Relocation of Private Utility and Other Facilities If needed and mutually agreed to, within 10 days of receipt of MTA's written request, the City will send the written notice required by Section 62.01(a) of the Los Angeles City Municipal Code to all utilities (other than the Los Angeles Department of Water and Power) whose facilities conflict with a Transit Project, instructing them to relocate or remove the conflicting facilities. The determination of whether MTA or the utility shall be responsible for the cost of such removal or relocation shall be a matter solely for MTA and the affected utility to resolve.

# Article 3 Authorization And Property Rights

# 3.1 Permits

3.1.1. Pursuant to State Law, MTA generally is not subject to zoning or building or construction permitting ordinances of City when constructing its Transit Projects on City Rights-of-Way (or on any other public rights of way). However, for every project City will issue a separate Special Permitting Process and Waiver of Certain Permit Fees ("SPP") to cover certain work on the Public rights-of-way by MTA. The SPP shall be in the form attached here to as Exhibit 'A' – a draft SPP. For those permits covered in the SPP, City acknowledges and agrees that it shall not exercise or otherwise attempt to assert permitting authority over, and shall not require the payment of fees or the posting of bonds for, Transit Project Facilities located within, on, under or over City Rights-of-Way for the period that the specific SPP is in place. MTA's plans and specifications for construction of Transit Project Facilities located within, on, under or over City Rights-of-Way shall be submitted for City's review and comment as provided in Section 2.8, not withstanding, the City's Standard plans, Specifications, General Provisions, and approved materials which shall not be superceded by any MTA contract document or this MCA.

- 3.1.2. Amendments and modifications to the SPP necessary to streamline processing procedures, to reduce processing time or otherwise to assist MTA in the timely delivery of its Transit Projects may be considered by the City Board of Public Works. To the extent any conflicts exist or arise between the SPP and this Agreement, the provisions of this Agreement shall govern.
- 3.1.3. Except for cost reimbursement provided through the work order process, City hereby waives the payment of any permit Costs for permits identified in the SPP. City permit processing Costs will be reimbursed pursuant to Work Order as provided for in this Agreement. City shall be reimbursed for all work on design build projects that is being performed prior to the execution of this Agreement and all work on this Agreement.
- 3.1.4. Prior to commencement of any phase of Transit Project construction that will affect private property within the corporate boundaries of City, MTA or its contractor will take out and pay for any applicable required City permit not otherwise covered by the SPP, and give City advance written notice of commencement of such construction.

#### 3.2 Work in Streets

- 3.2.1. The Parties recognize that City has the duties of supervising, maintaining and controlling streets, highways and other City Rights-of-Way, and that MTA has a mandate under State law to timely construct Transit Projects. Accordingly, MTA shall give City advance written notice in accordance with the SPP, where Transit Project Construction requires work in City Rights-of-Way and shall allow City adequate time for review of relevant plans for such work in accordance with Section 2.8. MTA shall secure written approval of all plans from the City for all such work.
- 3.2.2. MTA, its consultants, and contractors performing work in City Rights-of-Way shall take all appropriate actions to ensure safe operations of the work and the continuance of service of City Facilities. City reserves the right to stop work, if public health and Safety is or will be comprised as determined by the City staff. Accordingly, City, after consultation with MTA, may require that if MTA's contractors fail to perform such work as called for by the Design plans prepared hereunder and as may be required by any authorizations issued by City in connection with such work which are consistent with such Design plans, (i) upon notice (noncompliance citation) from City, the contractor shall promptly commence to cure its failure, and (ii) if the contractor fails to cure or is not diligently prosecuting such cure to completion, City shall notify MTA. Upon receipt of notice from City, MTA shall cause the contractor to cure its failure within the requested time. All work performed in a City Right-of-Way that will control pedestrian and/or vehicular access will be in accordance with the SPP and the LADOT-approved Traffic Management Plans. Where Traffic Management Plans are not specified, the latest Work Area Traffic Control Handbook, the LADOT Standard Traffic Control Plans or site-specific WTCP/TCP plans developed by MTA's contractor will govern as approved by LADOT and the MTA.

# 3.3 Temporary and Permanent Street Closures

MTA and City may agree that a street, highway, bridge or other City Right-of-Way shall be temporarily or permanently closed for the necessity and convenience of a Transit Project. If agreed to, a Traffic Management Plan must be developed, submitted, and approved by the City. MTA shall provide notice in accordance with the SPP Notification Matrix before service of a City right-of-way is interrupted. Upon notification of a proposed closure, City, as requested by MTA, shall initiate the appropriate proceedings with the Board of Public Works and if appropriate City Council, and shall establish the necessary conditions for the closures. This section does not preclude City from requesting that certain streets not be closed to accommodate "Special Events" utilizing those streets, such as parades, and MTA shall cooperate with City to accommodate such requests; MTA, its consultants, and contractors will cooperate with City to minimize closures of City right-of-way.

#### 3.4 State Requirements

- 3.4.1. Nothing in this Agreement shall be deemed to abridge any applicable federal or State law or State agency authority regarding permits, orders, licenses and like authorizations that may be required or available in connection with the design and construction of a Transit project.
- 3.4.2. The California Public Utilities Commission ("CPUC") has jurisdiction over establishment of street and pedestrian crossings with MTA's rail transit tracks, their subsequent maintenance or alteration, and their operation. Formal application for establishment or alteration of said crossings is required by the CPUC. Unless otherwise agreed between MTA and City, MTA may prepare, subject to concurrence by City, plans and applications therefore. To the extent required by law, the State Fire Marshal, and City Fire Department shall review plans for and shall perform inspections as needed throughout the term of the construction.

#### 3.5 Grant of Rights

If, prior to MTA's scheduled date of commencement of work in a section or portion of a Transit Project, any Rearrangement is necessary to eliminate a conflict, City may grant to MTA and/or its designee sufficient rights, if necessary, to allow MTA to proceed with investigation of existing conditions and the construction of that section or portion of the Transit Project in accordance with MTA's schedule; provided, however, that such grant does not unreasonably and adversely interfere with provision of City's services to the public, or affect public health and safety; and provided further, that City is permitted under applicable law to grant such right.

# 3.6 Replacement Rights-of-Way

Replacement rights-of-way for the relocation of Conflicting Facilities shall be determined during Design and, if needed, may be acquired by MTA or City following approval by the Parties of the location and type of such replacement rights-of-way. It is mutually understood and agreed, however, that when reasonably possible, a Rearrangement shall be located in existing public ways where the City Facilities being replaced were in public ways. The required rights-of-way shall be acquired so as not to impair MTA's schedule. If City cannot acquire necessary private rights-of-way without out-of-pocket expense to itself, they may be acquired by MTA. Upon acceptance of the applicable Replacement Facility, City shall convey or relinquish to MTA or its designee, if permitted by applicable law and agreement, at no cost, all City real property interests being taken out of service by the Rearrangement, and for which replacement real property interests are provided. However, replacement rights-of-way involving real property controlled by the City's Recreation and Parks Department, if any, shall be handled by a separate instrument between said Department and MTA.

- 3.6.1. At the requests of MTA, the City agrees to consider requests by MTA to convey to MTA at no cost to MTA, any street crossings, slivers, surface easements and temporary construction easements that may be required for Construction and/or operation of Transit Projects subject to this Agreement (including both temporary and permanent easements and other interests), without requiring MTA to go through the appraisal, negotiations, offer, closing and transfer process. MTA will prepare or cause to be prepared, the title documents and documents of conveyance. Said documents will be transmitted by MTA's Representative to MTA's Representative who shall process them through the required departments for execution and return them to MTA within 90 days after receipt, but in any event in accordance with the applicable Transit Project schedule.
- 3.6.2. City agrees and acknowledges that this Agreement satisfies any MTA obligations to City and otherwise relating to the certification of rights of way, and that City shall cooperate with MTA, and assist MTA, with any right of way certification processes involving other entities or agencies.
- 3.6.3. The MTA agrees to consider requests by City on a case by case basis to convey to City at no cost to City, any street crossings, slivers, surface easements and temporary construction easements that may be required for Construction and/or operation of Transit Projects subject to this Agreement (including both temporary and permanent easements and other interests), without requiring City to go through the appraisal, negotiations, offer, closing and transfer process. City will prepare or cause to be prepared, the title documents and documents of conveyance. Said documents will be transmitted by City's Representative to MTA's Representative who shall process them through the required departments for execution and return them to City within 90 days after receipt, but in any event in accordance with the applicable Transit Project schedule.
- 3.6.4. MTA agrees and acknowledges that this Agreement satisfies any City obligations to MTA and otherwise relating to the certification of rights of way, and that MTA shall cooperate with City, and assist City, with any right of way certification processes involving other entities or agencies.

# 3.7. City Licenses Within Transit Project Right of Way Owned by MTA

If a Rearrangement is made so that the Replacement Facility will be located within Transit Project Right of Way owned by MTA, MTA shall provide City with an equivalent license, if necessary, to accommodate the Replacement Facility, reasonably satisfactory to City. It is hereby understood that in accepting such a replacement license and in releasing its existing rights, City shall acquire reasonable rights to install, operate, maintain and remove City Facilities within the replacement license

# 3.8. Temporary MTA Facilities

Temporary Facilities may be necessary to facilitate Construction of a Transit Project (including Rearrangements). MTA or its designee may use, without cost, lands owned or controlled by City for any Construction related purpose, including, but not limited to, the erection and use of Temporary Facilities thereon; provided that, City shall first approve in writing the availability, location and duration of the Temporary Facilities, and this to be performed on a case-by-case basis. Upon completion of the related Construction and MTA's determination that the Temporary Facilities no longer are needed, MTA shall remove all Temporary Facilities and restore the area to its original condition unless MTA and City mutually agree to some other arrangement. If this agreed upon duration of a Temporary facility has expired, the City reserves the right to request turning over the owned land at anytime prior to completion of the project. MTA shall return the land to the City within forty (40) working days from the requested date and restore the area as practicable to its original condition.

#### 3.9. Temporary City Facilities

In the event that Temporary Facilities are necessary to effect a Rearrangement being constructed by City, City or its designee may use, without cost, lands owned or controlled by MTA for the purpose of using or erecting Temporary Facilities thereon; provided that, MTA. shall first approve in writing the availability, location and duration of the Temporary Facilities. Upon completion of the rearrangement in its permanent location, City shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless City and MTA mutually agree to some other arrangement.

#### 3.10 Nighi and Weekend Work

City recognizes that, in order for MTA to meet the Construction schedule for a Transit Project, MTA, its contractors or others may need to perform a significant amount of work after business hours, on weekends, and/or by multiple shifts spanning up to 24 hours per day and up to seven days per week. MTA shall secure from the City Police Commission authorization for night and weekend work in accordance with the provisions of Los Angeles Municipal code 41.40, but will cooperate with City to minimize such work where reasonably requested and to provide mitigation for the impact of such work.

# Article 4 Effecting Rearrangements

# 4.1 MTA Construction of Rearrangements

Unless otherwise agreed between the Parties, MTA shall perform all design and Construction of Rearrangements. MTA or its contractor shall commence and thereafter diligently prosecute such Rearrangement work to completion in conformance with Design plans and specifications prepared pursuant to Article 2, and such work shall coincide closely and be coordinated with MTA's Construction schedule for the Transit Project, including the established schedule for Construction of Rearrangements. If changes in the Final Design plans or specifications are necessary, MTA shall first submit such changes to City for review and approval before Construction. City shall respond to any such submittal within 20 working days after receipt. MTA shall notify the City Bureau of Contract Administration and Department of General Services prior to performing any rearrangement work in accordance with the SPP Notification Matrix. The City will inspect and test backfills for utilities within City Rights-of-Way as well as all City Facilities owned or operated, or to be owned or operated by the City. When traffic signal construction is involved, or traffic control devices are impacted, contractor must also arrange for inspection by calling the LADOT, in accordance with the SPP Notification Matrix.

# 4.2 City Construction of Rearrangements

- . If the Parties mutually agree that City shall perform Construction of a specific Rearrangement, MTA shall issue a Work Order to City for such Construction and the following provisions shall govern:
- 4.2.1.City shall commence and thereafter diligently prosecute the Construction of such Rearrangement to completion as authorized by Work Order, in conformance with the Design plans and specifications prepared and approved pursuant to Article 2 and in conformance with the time schedule set forth in the Work Order. Such Construction shall coincide closely and be coordinated with MTA's Construction schedule for the Transit Project, including the schedule for Construction of Rearrangements of other utility, cable, pipeline, and other facilities in the same segment or portion of the Transit Project. City shall coordinate its work with other facility owners and contractors performing work that may connect, complement or interfere with City's work hereunder or with City Facilities.
- 4.2.2.City shall notify MTA at least five (5) working days prior to commencing each Rearrangement so that MTA may make arrangements for such inspection and record keeping as it may desire.
- 4.2.3.All work by City's forces or its contractors pursuant to this 0 shall comply with the environmental controls established in the construction contract or Design/Build Contract between MTA and its contractor for the Subject Transit Project, including without limitation construction noise and vibration control, pollution controls, archeological coordination, and pale ontological coordination.

# 4.3. Maintenance

City shall schedule, in concurrence with MTA, any routine maintenance of City Facilities when possible so as not to interfere with Transit Project construction or operations.

# 4.4 "As-Built" Drawings

MTA and City shall each maintain a set of "as-built" plans of Rearrangements performed by MTA and City, respectively, during the progress of construction. Red line mark ups for temporary lighting systems, traffic signal systems, and other city facilities shall be submitted to the City within ten (10) working days of construction. All design changes shall be documented on RFI/RFC forms. The contractor shall update the contract plans with the City approved changes. The City representative shall meet with MTA and its contractor once a month, prior to MTA's approval of the contractors monthly progress payment, to check and verify that as-built plans are being maintained by the contractor and that contract plans are being updated with all approved design changes. MTA's approval of contractor's progress payment shall be subject to updating and maintaining a complete set of as-built drawings. Once the as-built work done by the contractor is approved by the City, MTA shall arrange for the transfer of as-built information on the contract plans electronic files in electronic format. Hard copies of the updated plan sheets for every month shall be submitted to City. Upon completion of the Rearrangement work, the Party that performed the work shall furnish the other Party with reproducible "as-built" drawings showing all Replacement Facilities installed by the performing Party, within sixty (60) working days after completion of work for each set of plans. All "as-built" plans (whether provided by MTA or by City) shall be in a format, which conforms to the City's electronic format. These specifications in MTA's contract documents shall be reviewed and approved by the City before the D/B RFP is issued as reflected in Exhibit 'C'. If the drawings submitted by either Party are incomplete or nonconforming to such required format, they will be returned to that Party for correction at its expense.

#### 4.5 Reproducible Contract Documents

MTA and City agree to provide the other with suitable Mylar reproducible copies of those final contract documents that they have prepared or caused to be prepared to govern the Construction of a given Rearrangement by their respective contractor so that each Party may compile a complete set of contract documents. Each Party shall prepare or cause to be prepared the contract documents for which it is responsible.

# 4.6 Underground Service Alert

Prior to any commencement of underground work by either Party, Underground Service Alert shall be notified in accordance with State Law by such Party or its contractor.

# 4.7. City Activities

If City plans to undertake or authorize any activities within or near any portion of a Transit Project Right-of-Way (including without limitation construction of new facilities, repairs or modifications to existing facilities, parades, and similar activities) during the period of Construction of a Transit Project, City will coordinate such activity with MTA to minimize impact, delay or interference with such Construction, and MTA shall reasonably cooperate with City with regard to same.

# Article 5 Inspection

# 5.1 Inspection During Construction

City and MTA agree that all work on City facilities will conform to standard policies and practices of the City inspector as it relates to inspection, sampling, and testing. The MTA agrees to require adherence to such policies and practices by its contractors.

- 5.1.1. Notwithstanding City inspection or approval of any Construction, all work performed by either Party for Construction of the Transit Projects shall be subject to MTA inspection and final approval. MTA also may inspect the Construction of Rearrangements to ensure that the work has been performed in accordance with the approved Designs.
- 5.1.2. All Rearrangement Construction of City Facilities and construction of new City Facilities by MTA shall be inspected by City. Such inspection services shall be authorized by MTA under an appropriate Work Order. City shall provide inspectors dedicated to MTA's Transit Projects who will be available throughout Transit Project Construction, at MTA's expense and as needed to support MTA's schedule for the Subject Transit Project, to observe and inspect the Rearrangement of City Facilities so that upon completion of Construction, City will have a basis for acceptance of the work. City's inspectors shall cooperate and coordinate with the MTA Representative and MTA's contractors. City's inspection shall also include planned field reviews for compliance with construction staging plans, including the Traffic Management Plans. Inspection will involve the verification of the safety and adequacy of vehicular and pedestrian access and circulation immediately adjacent to the Construction area, and maintenance of appropriate access to directly affected businesses, as provided for in said plans. All City inspectors shall submit copies of daily written inspection reports to MTA, each within 24 hours after the subject inspection. The City may remove and replace any inspector within 5 working days after MTA's written request therefore, for cause.
- 5.1.3.At the inspections provided in accordance with Sections 3.10.1 and 0, above, each Party shall inform the other in writing of any deficiencies or discrepancies in any work discovered in the course of such inspection. City will provide immediate verbal notice of nonconformance to MTA's construction manager as well as to MTA staff (as designated by the MTA Representative), followed by a written nonconformance notice not later than 24 hours after discovery. Likewise, MTA will provide immediate verbal notice of nonconformance to the City Representative (or to such other City staff as may be designated by the City Representative), followed by a written nonconformance notice not later than 24 hours after discovery. Each nonconformance notice shall include an explanation of the resolution desired by the notifying Party. All nonconformance's with respect to Transit Project Facilities Constructed by City or its contractors pursuant to Article 6 must be corrected or resolved so that the Construction conforms to the final design and other requirements of the procurement documents approved by MTA and in the case of work performed by City's own forces, to the final design approved by MTA and

the requirements imposed pursuant to Section 6.1). All notices of nonconformance provided by City with respect to City Facilities shall be addressed in accordance with Section 2.1.4.

# 5.2 Final Inspection

As soon as the work of any specific Rearrangement has been completed (and tested when called for by the approved Design), the Party, which performed the Construction work, shall notify the other Party in writing that the Rearrangement is ready for final inspection. All final inspections by City will be started within seven (7) working days following request for same by MTA's contractor in accordance with the SPP Notification Matrix. The final inspection of any Rearrangement shall be attended by the MTA Representative and the City Representative at MTA's expense. Each Party will provide to the other Party's Representative immediate verbal notice of any deficiencies or discrepancies in any Construction work discovered in the course of the final inspection, followed by a written nonconformance notice within three (3) working days thereafter. Each nonconformance notice shall include an explanation of the resolution desired by the notifying Party. All nonconformance's with respect to Transit Project Facilities Constructed by City or its contractors pursuant to Article 6 must be corrected or resolved so that the Construction conforms to the final design, all approved changes, and other requirements of the procurement documents approved by MTA (or in the case of work performed by City's own forces, to the final design approved by MTA and the requirements imposed pursuant to Section 6.1). All notices of nonconformance provided by City with respect to City Facilities shall be addressed in accordance with Section 2.1.4. Both Parties' inspectors shall be available to observe and inspect any corrective work performed, as needed to support MTA's schedule for the Transit Project. Promptly upon completion of the Rearranged City Facility (including if applicable, completion of any corrective work performed), the City Engineer and the City Inspector of Public Works shall furnish its written notice that construction of the City Facility is accepted. City's acceptance is contingent upon MTA submitting to City and securing City's approval on all required post construction documents, such as the as-built drawings.

#### 5.3 Materials, Equipment and Prototype Testing

#### 5.3.1. Materials Testing

City shall have the right to test materials used in Construction of City Facilities by MTA's contractors. MTA or its contractor shall notify City inspection by noon of the working day before plant inspection is required. Plant inspection sites outside a 50-mile radius of the City require prior authorization of the City inspector and MTA shall notify City inspection three (3) working days in advance when a plant inspection is required. MTA shall have the right to have its witnesses attend all such tests. City shall provide copies of the testing reports within seven (7) working days after each test, as well as providing to MTA access to the samples used and to the testing laboratory for inspection of its equipment.

#### 5.3.2 Equipment and Prototype Testing

Equipment and/or "or equal equipment" not approved by the City, Bureau of Street Lighting will require evaluation and testing prior to installation. The Contractor shall submit shop drawings stamped and signed by a licensed structural or civil engineer registered in the State of California and a prototype to the Bureau of Street Lighting 45 Working Days prior to starting construction. Written approval from the Bureau of Street Lighting on the shop drawing is required prior to fabrication of any new equipment intended for use on a City Facility.

# 5.4. Use of Improvements During Construction

City reserves the right to take over and utilize all or any completed part of any City Facility ("Utilization"), unless such Utilization would interfere with Transit Project Construction.. MTA must be given reasonable advance notice thereof. If City agrees in writing prior to such Utilization then such Utilization will be deemed acceptance of that Facility or part thereof, and any subsequent damage thereto shall be City's responsibility unless caused by MTA's or its contractors. Thereafter, MTA will not be required to re-clean such portions of the Facility except for cleanup made necessary by Transit Project Construction activities.

# Article 6 Transit Project Work By City

In addition to specific Rearrangements which City may construct pursuant to Section 0, MTA and City may agree that City shall Design and Construct or cause to be Constructed certain Transit Project Facilities (or components thereof). In such event, Design and Construction for such work shall proceed as follows:

# 6.1 Standards

All Design and Construction by City (or its consultants or contractors) pursuant to this Article 6 shall conform to standards and specifications as established by the City and MTA.

# 6.2 Work Order for Design

When Mutually agreed between MTA and City, MTA shall issue a Work Order to City, within 60 calendar days of City's request for such work order, for the Design of such Transit Project Facilities (or components thereof).

#### 6.3 Design

If City agrees to perform the design work, upon completion of the Preliminary Engineering Design, City shall provide MTA with a preliminary estimate of the Cost of the Construction work, and City's estimate of MTA's share of such Cost, together with preliminary plans, specifications, and draft bid package. Upon MTA's approval thereof, City shall finalize all of the foregoing. MTA reserves the right (in its sole discretion) to reject the preliminary plans, specifications and draft bid package. In such a case MTA shall reimburse the City for all authorized costs incurred in preparing the plans, specifications, and bid package.

#### 6.4 Procurement

Upon MTA's approval of the final plans, specifications, bid package and Construction Cost estimate, City shall advertise the contract for bids. City shall then inform MTA of MTA's

share of the Cost based upon the winning bidder's unit prices, and shall furnish MTA with copies of the extract of bids, together with sets of the final plans and specifications. MTA shall have the right to require a minimum number of bids, to specify certain of the Parties to whom bid requests are submitted, to review the bids, and to approve the contract award recommendation prior to presentation to the Board of Public Works for award of the contract. City staff shall not bring a matter to the Board of Public Works for award of a contract until the lowest responsive responsible bidder has been approved by MTA. MTA reserves the right (in its sole discretion) to reject all bids, but in such cases MTA shall still reimburse the City for the Design and review costs allocable to the Transit Project.

# 6.5 Construction by Contractor

After review and approval of the bids by MTA, MTA shall issue a Work Order to City for City staff work. City shall notify MTA of the amount of advance monies needed to award the contract and monies for contract progress payments thereafter. MTA shall reimburse the City per the terms of this agreement or as mutually agreed within the work order. City shall thereafter obtain MTA's approval for modifications to the contract which will affect the Transit Project and, in any event, shall inform MTA promptly when City has reason to believe that the Cost estimate is likely to be exceeded, and shall obtain MTA approval prior to granting of any such increase.

#### 6.6 Construction by City Forces

Should City and MTA agree that work could be performed by City forces, the Cost estimate to perform the work and MTA's share thereof shall be furnished to MTA for approval. MTA reserves the right to reject such Cost estimate in its sole discretion, but agrees to reimburse the City for all costs of the work performed up to that point. Upon MTA's approval of the Cost estimate and Design, MTA shall issue a Work Order to City for the City's cost of design and construction. The Work Order shall also reimburse the City for all costs that City incurred prior to issuance of the Work Order by MTA, if the work is authorized by MTA. City shall obtain MTA's prior approval for any changes from the approved Design or increase to the approved Cost estimate.

#### 6.7 Inspection

All Construction performed by a contractor for the City pursuant to this Article 6 shall be subject to inspection in accordance with the provisions of 0. City inspection services on the work performed pursuant to this Section 6.7 shall be authorized by Work Order and shall be reimbursable in accordance with the procedures set forth in 0.

#### 6.8 Reports and Invoices

City shall furnish to MTA a monthly progress and accounting report for the work performed pursuant to this Article 6 in a mutually agreeable format. In addition, upon request by MTA, City shall furnish, along with the monthly report, an invoice and request for payment based on the Cost of the Construction work performed, in accordance with Article 8.

#### 6.9 Requirements

- 6.9.1. All Design, Construction and other activities to be performed by City pursuant to this Article 6 shall be carried out in conformance with the time schedule(s) set forth in the applicable Work Order(s). Such schedules shall accommodate variables, including changes in the contractor's schedule, availability of information, or passage of a Proposition 218 vote for Lighting System Work. Such time schedule(s) shall coincide closely and be coordinated with MTA's schedule for the Transit Project. City shall coordinate its work with other facility owners and contractors performing work that may connect, complement or interfere with City's work pursuant to this Article 6 or with the Transit Project Facilities (or components thereof) being constructed by City.
- 6.9.2. All work by City's forces or its contractors pursuant to this Article 6 shall comply with the environmental controls established in the construction contract or Design/Build Contract between MTA and its contractor for the Transit Project, including without limitation construction noise and vibration control, pollution controls, and archeological and pale ontological coordination.

# Article 7 Disposition of Salvaged Materials

#### 7.1 Salvage

The Parties may salvage certain materials belonging to City during the course of Rearrangement as mutually agreed by the parties during the Design stage. If they are to be reused, the MTA's contractor shall exercise reasonable care in removal and storage of such materials. Materials shall be inspected and stored until such time as the progress of work allows the reinstallation of such materials. Materials which are not to be reused in a Rearrangement but which City desires to reclaim may be recovered by City forces within a mutually agreed upon time frame or shall be returned by MTA to a location proximate to the salvage site and suitable to City. Subject to acceptance by MTA, if materials removed by MTA are not reused and are not desired by City, such materials shall become the property of MTA, unless otherwise mutually agreed.

#### 7.2 Salvage Credits

MTA shall receive a credit for salvage and transporting of such materials described herein that are used or reclaimed by City, as provided in Article 9.

# Article 8 Reimbursements To City

#### 8.1 Reimbursement to City

Except with respect to Betterments, the issuance of a Work Order shall obligate MTA to reimburse City in the manner provided by this Agreement for, and the term "Cost" shall mean, the direct and indirect costs actually incurred by City for activities or work performed or materials acquired in accordance with the terms of this Agreement, less credits to MTA as provided in Article 9. Direct costs shall include allowable direct labor costs spent specifically

for work performed under this Agreement. Indirect costs shall be computed based upon the Indirect cost Rates approved annually for the City by its cognizant agency (currently the United States Department of Labor pursuant to Circular A-87 of the Office of Management and Budget and Publication OASC-10), for allocation to Federally funded or State funded contracts. Unless the Internal Revenue Service and the California Public Utilities Commission issue regulations or rulings to the contrary, reimbursable costs will not include taxes purportedly arising or resulting from MTA's payments to City under this Agreement. Notwithstanding and in lieu of the foregoing, a fixed price for certain Design and/or Construction by City may be established upon mutual agreement of the Parties, as set forth in the applicable Work Order. Any such fixed price shall include all applicable credits due pursuant to Article 9 with respect to such work.

# 8.2 Reimbursement for Abandoned Facility

In those cases in which MTA and City agree that the construction of a Transit Project will eliminate the service need for a specific Conflicting Facility, MTA shall not be required to replace or compensate City for the Conflicting Facility, in which case MTA shall compensate City only for necessary Costs incurred in Abandoning the Conflicting Facility; provided, however that MTA shall not be responsible for any other Costs relating to the presence or existence of any environmental hazard on, in, under or about a Conflicting Facility or other City Facility, including but no limited to any "hazardous substance" as that term is defined under the Comprehensive Environmental Response unless MTA or its contractor caused the environmental hazard through its actions. MTA will assist with the determination of the party responsible for the "hazardous substance" and assist in making them accountable for the measures necessary to re-mediate the site.

# Article 9 Reimbursements And Credits To MTA

#### 9.1 Survey; Review of Records

The amount of credits or payments, as applicable, due MTA for salvage shall mutually be agreed on between MTA and City based upon applicable books, records, documents and other data of City. To assist in the determination of credits or payments due MTA under this Agreement, MTA and City may conduct an inspection survey of each Conflicting Facility during the Design stage. Pursuant to a Work Order, City shall provide MTA with drawings, plans or other records necessary to conduct such survey. The survey shall describe the physical attributes, date of construction or installation and present condition of each Conflicting Facility; shall report the expected service life of each Conflicting Facility as derived from City's records; and shall state whether City intends to salvage materials contained in each City Facility.

#### 9.2 Salvage

As applicable, salvage credit shall be allowed or City shall pay for salvage, for items of materials and equipment recovered from existing City Facilities, that the City intends to re-use, in the performance of Construction work specified herein. The amount of salvage credit or payment, if any, shall equal the depreciated value of like or similar materials as determined by

mutual agreement, plus storage and transportation Costs of such materials salvaged for City's use as directed by the City.

# 9.3 Betterments

MTA shall receive payment for all Costs as defined in Section 9.7 relating to Betterments. Betterment payments initially shall be based upon the estimated incremental additional cost to construct the Rearrangement determined as the sum of the estimated cost of the Design and Construction of the Rearrangement with the Betterment less the estimated cost of Construction of the Rearrangement without the Betterment. All estimates of Construction costs shall be based upon the unit price schedules used by the City in its usual estimated practices and agreed to by the Parties. The initial Betterment payments shall be reconciled by the Parties against actual Cost at the project closeout.

#### 9.4 Credits to MTA Where City Performs Work

MTA shall receive a credit against work performed by City, if contracted by MTA to perform the work, under this Agreement for salvage and Betterments, and Expired Service Life of City Facilities. The amount of such credits shall be determined as provided in this Article. All credits pertaining to a particular Rearrangement or other item of work hercunder shall be reflected on the applicable invoice(s) submitted by City.

# 9.5 Payments to MTA Where MTA Performs Work

MTA shall receive payment from City for salvage, Costs of Betterments, and expired life service of City Facilities where MTA performs work. The amount of payment due shall be determined as provided in this Article 9. MTA shall invoice City for such payment in accordance with Section 11.7, and City shall make payments to MTA in accordance with Section 11.8.

#### 9.6. Expired Service Life Value

MTA shall receive a credit or payment for the Expired Service Life Value of each Conflicting Facility being replaced, if the Replacement Facility will have an expected period of useful service greater than the period which the existing Conflicting Facility would have had, had it remained in service and the Rearrangement not been made. For purposes of this Agreement, "Expired Service Life Value" shall mean the amount calculated by multiplying the Cost of the Replacement Facility by a fraction, the numerator of which is the age of the Conflicting Facility and the denominator of which is the estimated overall service life of the Conflicting Facility. The amount of credit or payment for Expired Service Life Value shall be agreed upon by City and MTA in the appropriate Work Order, in accordance with the foregoing calculation. MTA shall not receive a credit or payment for Expired Service Life Value for street pavements, curbs, gutters, sidewalks, traffic signals, traffic control devices, and street lights, sewers, and storm drain Facilities. In no instance, however, shall the credit for accumulated depreciation exceed the original cost of the conflicting Facility being replaced.

### 9.7. Reimbursement to MTA

The term "Cost" shall mean the direct and indirect costs actually incurred by the MTA and attributable to activity or work performed or materials acquired in performing a task pursuant to this Agreement. Direct costs shall include allowable direct labor, equipment and materials costs spent specifically for work performed under this Agreement. Indirect costs shall include administrative and overhead costs at the rate therefore established by MTA from time to time. MTA shall maintain its standard forms and records showing actual time expended and costs incurred under each Work Order or reasonable formula from which to determine MTA administrative and overhead cost. The term "Cost" shall also include additional costs due from the MTA to its contractors and/or consultants as a direct result of changes in design for which City is responsible under Article 2-Design, including delays that may result, provided that MTA, its consultants and contractors, have pursued the requested design change in a diligent and timely manner, have met their obligations under this agreement, and MTA demonstrated to the City that the change or delay has resulted in an adverse impact to the cost of the project and MTA presents the necessary data to document the costs incurred.

# Article 10 Indemnity, Warranties And Insurance

# 10.1 Indemnity

- 10.1.1. MTA agrees to indemnify, defend and save harmless City, its officers, agents and employees from and against any and all liability, expenses (including engineering and defense costs and legal fees), claims, losses, suits and actions of whatever kind, and for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with MTA's performance hereunder.
- 10.1.2. City agrees to indemnify, defend and save harmless MTA, its members, agents, officers and employees from and against any and all liability, expenses (including engineering and defense costs and legal fees), claims, losses, suits and actions of whatever kind, for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury or property damage arising from or connected with City's actual design or construction performance.
- 10.1.3. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being Parties to an agreement as defined by Section 895 of said Code, the Parties hereto, as between themselves pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such party would be responsible under Sections 10.1.1 and 10.1.2 hereof. The provisions of Section 2778 of the California Civil Code are part hereof as if fully set forth herein.

#### 10.2 Warranty

MTA and its contractors will provide warranties for excavations and rearrangements as follows:

- (a) In lieu of providing a bond normally associated with the permit authority of City relating to excavations in, or adjacent to, City Rights-of-Way, MTA warrants that any work affecting the structural stability of City Rights-of-Way shall be free from defect. Said warranty is for a period of two (2) years following City acceptance. Pursuant to this warranty and for the warranty period only, MTA, at its sole expense, shall remedy any damage to City Rights-of-Way to the extent caused by a failure of such structural support installed by MTA during the warranty period.
- (b) In connection with Rearrangements performed by MTA or its contractors and any work performed by City or its contractors hereunder, warranties supplied by contractors shall be made for the benefit of both City and MTA. Additionally and again in connection solely with Rearrangements performed by MTA or its contractors and any work performed by City or its contractors hereunder, City and MTA each warrant to the other for a period of one (1) year from and after acceptance of the work, unless otherwise specified, that any work performed by or for them shall be free from defect; this limited warranty is the sole warranty given by City and/or MTA, and, pursuant to this warranty, and for the warranty period only, City or MTA, as the case may be, shall remedy any such discovered defect at its sole expense.

# 10.3 Contractor Insurance

Any Design or Construction contract entered into by MTA or City in connection with a Rearrangement or with work on Transit Project Facilities performed by City pursuant to Article 6, shall contain a provision which requires the general contractor, as part of the liability insurance requirements, to provide an endorsement to each policy of general liability insurance which names City and MTA as additional insured's. Unless otherwise mutually agreed by the Parties, Construction general contractors shall provide evidence of insurance in the following amounts: \$5,000,000 in General Liability, \$1,000,000 in Workers' Compensation/Employer's Liability, and \$1,000,000 in Auto Liability. Unless otherwise mutually agreed by the Parties, Design contractors shall provide evidence of insurance in the following amounts: \$5,000,000 in General Liability, \$1,000,000 in Workers' Compensation/Employer's Liability, \$1,000,000 in Auto Liability, and \$1,000,000 in Professional Liability. No insurance shall be reduced in scope or cancelled without thirty (30) days prior written notice to MTA and City. City recognizes and agrees that insurance can be provided by MTA through an owner-controller insurance program.

# Article 11 Work Plans, Work Orders, Billings, Deadlines And Delays

# 11.1 Work Performed by City

All work to be performed by City under this Agreement will coincide closely with MTA's Design and Construction schedule for each Transit Project. Consistent with its own staffing and workload requirements, City shall allocate sufficient staff and other resources necessary to provide the level of service required to meet the scope of work and said schedules as identified in Work Orders submitted by MTA.

#### 11.2 Work Plans

To assist the MTA and City in estimating the level of service to be provided for each Transit Project which will require work by City pursuant to this Agreement, MTA and City will cooperate to develop a mutually agreeable annual work plan for each such Transit Project for each MTA Fiscal Year for which such work by City will be required, in accordance with the following provisions:

- 11.2.1. Not later than February 28 of each calendar year during the term of this Agreement, MTA shall provide City with information with respect to anticipated Transit Project requirements. MTA's provided information shall include a list of each item of work that MTA anticipates to request from City with respect to the each subject Transit Project during the upcoming MTA Fiscal Year, and the estimated start and finish dates for the work item that MTA anticipates to request from the City. Within thirty (30) working days after receiving the required information from MTA, City shall submit a preliminary annual work plan to MTA for each Transit Project that requires work by City during the upcoming MTA Fiscal year, which would include an estimated amount of money that City will require reimbursement for work performed and purchase of requested items.
- 11.2.2. For each MTA Fiscal Year, following MTA's receipt of the preliminary annual work plans pursuant to Section 11.2.1, City and MTA shall each negotiate in good faith such issues as are necessary in order to finalize such annual work plans, not later than April 30 prior to the commencement of such MTA Fiscal Year.
- 11.2.3. For each MTA Fiscal Year, within 60 days after City's submittal to MTA of the final annual work plans agreed upon by the Parties, MTA shall issue to City Work Orders identifying each item of work MTA anticipates City will perform through the end of the MTA Fiscal Year, the amount of money City and MTA agreed that City will be reimbursed therefore, and the anticipated schedule City will be required to meet in its performance of such work. For funding purposes, such Work Orders may be made effective as of the estimated work start date for the described activities upon City sign off. Regardless, the City acknowledges that, due to the dynamics of the Transit Projects and related Construction, such Work Orders will be subject to amendments (including additions, deletions and modifications), and additional Work Orders may be issued throughout the MTA Fiscal Year as deemed appropriate by MTA for its Transit Projects, as approved by the City by signing off the amendment to the Work Order.

#### 11.3 Work Orders

MTA shall issue Work Orders to City, following City's submittal of an estimate in the form required by MTA, to authorize the performance of all work and the purchase of all materials and equipment required under the terms and conditions of this Agreement. City or City's contractor and subcontractor may perform any work so authorized. Contractors engaged by City to perform work covered by this Agreement shall comply with all applicable labor and other laws and agreements. City shall cooperate with MTA and take such actions as MTA may reasonably request to ensure such compliance. Each Work Order shall specify the work to be performed and any materials or equipment to be acquired, the amount of money, which City will be reimbursed therefore, and a schedule, including the estimated starting and finishing dates for work so authorized. Work Orders shall include schedules, which are consistent with and supportive of the MTA Design and Construction schedule and will require City acceptance through sign off of the Work Order. City shall not be authorized to do any work, and shall not be paid, credited or reimbursed for Costs or expenses associated with any work, not requested by Work Order, unless otherwise mutually agreed in writing. City shall be reimbursed for all costs associated for implementing, developing, and executing of this Master Cooperative agreement and all work related to preparing and implementing the Annual Work Programs. .

# 11.4 Work Order Changes

11.4.1. Any proposed changes in a Work Order issued under this Agreement shall be submitted in writing to MTA for its prior approval. If MTA fails to respond in writing to a requested change within the time established in Section 14.1, the change shall be deemed accepted. However, any proposed change occasioned by emergency field construction difficulties may be submitted to MTA orally or by telephone, and shall be confirmed later in writing by City. In such event, MTA agrees to act on such request as promptly as possible, and its resident engineer may convey MTA's decision orally, to be confirmed later in writing.

11.4.2. MTA may terminate any Work Order at any time at its sole discretion, but MTA will reimburse City in accordance with this Agreement for Costs, if any, already incurred by City. If MTA terminates a work order, which allowed work under the Project SPP, the City may terminate the SPP. City agrees to notify MTA if at any time City has reason to believe that the Costs which it expects to incur under any Work Order in the next 60 days, when added to all Costs previously incurred, will exceed 75% of the total Costs specified in the Work Order, or if at any time City has reason to believe that the total Costs under said Work Order will be in excess of ten percent (10%) greater or less than previously estimated Costs or that the estimated finishing date will be later than the date stated in the Work Order. City will request written revisions of Work Orders in the event of anticipated cost overruns or completion delays; provided, however, that any such revision is subject to MTA's approval, and subject to Section 14.14, MTA may withhold its approval of any modification of scheduling requirements in its sole discretion. Without MTA's prior approval, City will not be reimbursed for Costs expended in excess of maximum amounts stated in a Work Order.

# 11.5 Deadlines and Delays

11.5.1. City shall perform its work under this Agreement in accordance with the deadlines and schedules established in this Agreement or in the Work Order. Subject to Section 14.14, if MTA has been requested to respond and has responded to City in a timely manner, and City fails to meet a deadline or schedule established in this Agreement or in the applicable Work Order for Design, Construction or any other activity, MTA must demonstrate to the City that this failure constitutes an adverse impact to the cost of the project and is a direct result of the delays to MTA's construction contract's critical path work. Then City shall be responsible for all actual documented costs and expenses incurred by MTA arising out of such delay. MTA's Response to the City must address City's review comments, City's request for information, and notices on design and/or construction. City shall pay MTA the amount due pursuant to this Section11.5 within 90 days after receipt of demand, accompanied by necessary data to document the costs incurred. If MTA and City agree, MTA may deduct the amount due from City to MTA pursuant to the Section 11.5 from payment (or payments, if necessary) next due to City under this Agreement.

11.5.2. MTA and its contractors shall timely commence, diligently prosecute and complete MTA's Construction and other activities for each Rearrangement on or before the applicable deadlines established in this Agreement or in the respective Work Orders. If MTA or its contractor fails to meet such deadline, than any affected time deadlines for City's Construction or other activities under this Agreement or any Work Order shall be revised accordingly.

11.5.3. In addition to and without limiting any rights or remedies available under this Section 11.5 or otherwise, if City fails to complete its work on any Rearrangement on or before the deadline established in the applicable Work Order, or if MTA reasonably determines that City will be unable to timely complete such work, MTA (without incurring any additional liability other than the Costs incurred as set forth in Section 11.4.2) may terminate City's work on such Rearrangement by giving notice to City in accordance with Section 11.4.2, and either perform the remaining work itself or cause such work to be performed by MTA's contractor, subject to the City's approval and inspection processes where City facilities are involved. If MTA takes over work as provided in this Section 11.5.3, City shall cooperate and assist MTA as provided in this Agreement.

#### 11.6 Procedures for City Billings to MTA

The Parties agree that the following procedures shall be observed for City's submission to MTA of monthly billings, on a progress basis, for work performed by City under a specific Work Order:

11.6.1. City's billings shall begin as soon as practicable following the commencement of a specific Rearrangement or other work under a given Work Order, and shall follow City's standard billing procedures. Invoices, and other data to document costs incurred, shall be

provided to MTA upon request. Each billing shall be noted as either "progress" or "final," shall be addressed to the MTA Representative, and shall include a certification that the charges

identified in such billing were appropriate and necessary to performance of the referenced contract, and have not previously been billed or paid. The final billing, with a notation that all work covered by a given Work Order has been performed, shall be submitted to MTA as soon as practicable following the completion of the Rearrangement or other work, shall recapitulate prior progress billings, shall show inclusive dates upon which work billed therein was performed, and shall include a certification that the charges identified in such billing were appropriate and necessary to performance of the referenced contract, and have not previously been billed or paid.

11.6.2. The Department of Transportation shall be the City's "Billing Agency" and will process all billings and collect and disburse funds.

# 11.7 Procedures for MTA Billings to City

In those cases in which MTA performs Rearrangement or other work which is reimbursable to MTA in whole or in part under the terms of this Agreement, MTA shall submit to City monthly progress statements indicating actual work performed during the billing period, the direct and indirect Costs thereof, and City's share of such Costs. MTA billing shall begin as soon as practicable following the commencement of a specific Rearrangement or other work, and shall follow MTA's standard billing procedures. Each billing shall be noted as either progress or final, shall be addressed to the City Representative, and shall include a certification that the charges identified in such billing were appropriate and necessary to performance of the referenced contract, and have not previously been billed or paid. The final billing, with a notation that all work covered thereby has been performed, shall be submitted to City as soon as practicable following the completion of said Rearrangement or other work, shall recapitulate prior progress billings, shall show inclusive dates upon which work billed therein was performed, and shall include a certification that the charges identified in such billing were appropriate and necessary to performance of the referenced contract, and have not previously been billed or paid.

#### 11.8 Payment of Billings

Payment of each bill properly submitted pursuant to Sections 11.6 or 11.7 shall be due within forty (40) working days of receipt thereof; provided, however, that (a) all such payments shall be conditional, subject to post-audit adjustments, (b) final payment for each Rearrangement shall be contingent upon final inspection (and acceptance, where applicable) of the work by the Party billed for such work, which inspection (and acceptance, where applicable) will not be unreasonably withheld or delayed, and (c) MTA may withhold credit amounts due MTA if City has not posted such credits within forty (40) working days after submittal of requests for same by MTA.

### 11.9 Audit and Inspection

Upon reasonable notice, each Party (and its authorized representatives) shall have reasonable rights to inspect, audit and copy, during normal business hours, the other's records relating to its performance hereunder (and all costs incurred with respect thereto) for each Transit Project, from the date hereof through and until expiration of three (3) years after the accepted completion of all Rearrangements for such Transit Project, or such later date as is required under

other provisions of this Agreement. Examination of a document or record on one occasion shall not preclude further reexamination of such document or record on subsequent occasions. By providing any of its records to the other Party for examination, the Party providing such records represents and warrants that such records are accurate and complete. The Parties shall mutually agree upon any financial adjustment found necessary by any audit. If the Parties are unable to agree on such adjustment, then the matter shall be resolved pursuant to Article 12. City and MTA shall insert into any contracts entered into by City or MTA, respectively, for the performance of work on Rearrangements hereunder the above requirements and also a clause requiring their respective contractors to include the above requirements in any subcontracts or purchase orders. In the case of such contractors, subcontractors and suppliers, the records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.

#### Article 12

#### Resolution Of Disputes

#### 12.1 Attempt to Resolve

In the event of a claim or dispute arising out of or relating to this Agreement, both parties shall make good faith efforts to resolve the claim or dispute through negotiation.

#### 12.2 Arbitration - No Work Stoppage

- 12.2.1 Failing a resolution through these good faith efforts, in the absence of good faith efforts to resolve, or in the event the parties are unable to agree upon the terms of such further agreements as are herein required to be executed by the parties, either party may serve upon the other a written demand for arbitration. The parties shall, within ten (10) days thereafter, or within such extended period as they shall agree to in writing, attempt to agree upon a mutually satisfactory arbitrator. If they are unable to agree, each party, prior to the expiration of the ten-day or extended period, shall designate one person to act as arbitrator. The two designated arbitrators shall promptly select a third arbitrator ("neutral arbitrator") to form a three-person panel. If either party fails to designate its arbitrator within ten days after the date of delivery of the demand for arbitration or the agreed extended period, or if the two designated arbitrators are unable to select a neutral arbitrator within five (5) days after appointment, a neutral arbitrator shall be designated pursuant to Section 1281.6 of the California Code if Civil Procedure who shall hear the matter as the sole arbitrator.
- 12.2.2 Section 1283.05 of the California Code of Civil is specifically made applicable, but only with respect to those issues not involving work stoppage. A hearing date shall be set as promptly as possible following selection of the arbitrator(s). The arbitrator(s) award shall follow promptly the hearing's conclusion, shall be supported by law and substantial evidence and the issuance of written findings of fact and conclusions of law. The making of and award failing to comply with the

requirements of the immediately preceding sentence shall be deemed to be in excess of the arbitrator(s)' power and the court shall vacate the award if after review it determines that the award cannot be corrected without affecting the merits of the decision upon the controversy submitted.

# 12.3. Arbitration - Work Stoppage

- 12.3.1. In no event shall work be stopped in the event of a claim or dispute, except for reasons of public health or safety or where it is absolutely necessary to first resolve the dispute in order to be able to continue work. In the event that work is stopped, the provisions of this Section 12.3 shall apply. Upon stoppage of work, either party may serve upon the other a written demand for arbitration. A neutral arbitrator shall be immediately designated pursuant to Section 1281.6 of the California Code of Civil Procedure.
- 12.3.2. No neutral arbitrator shall be selected who is unable to hear the dispute and render a decision within five(5) days after being selected. Notwithstanding Sections 1282.2(b) and Section 1282(e) of the California Code of Civil Procedure (regarding postponement of the hearing), where work is stopped, the neutral arbitrator may not postpone nor adjourn the hearing except upon the stipulation of all parties to the arbitration. The arbitration may proceed in the absence of a party who, after due notice, fails to appear. In addition to all other issues, the neutral arbitrator shall also determine whether it was absolutely necessary to stop and await dispute resolution in order to continue the work, and if it was not so necessary the other party shall be entitled to damages arising out of such work stoppage, which damages shall also be determined by the neutral arbitrator. The provisions set forth in Section 12.2.2 hereof as to the making of the award shall also apply.

#### 12,4 Impartiality of Arbitrator

No person shall act as neutral arbitrator who in any way has any material financial or personal interest in the results of the arbitration. Failure to disclose any such interest or relation shall be grounds for vacating the award.

#### 12.5 Compensation of the Arbitrator

Bach party shall pay the expenses and fees of the arbitrator it selects. The expenses and fees of the neutral arbitrator shall be paid with the provisions of Section 1284.2 of the California Code of Civil Procedure.

# 12.6 Other Provisions

Except as is otherwise provided herein, any arbitration under this Article 12 shall be governed by the California Arbitration Act.

#### 12.7 Incorporation of Subcontracts

In order to ensure the timely completion of Rearrangements, City shall include the foregoing or equivalent provision in its agreements with contractors, materials suppliers, equipment renters and others who are involved in effecting Rearrangements.

# Article 13 Federal and Other Requirements

This Agreement, as to certain Transit Projects, may be subject to a financial assistance agreement with the U.S. Department of Transportation, Federal Transit Administration, and as such is subject to the following terms and conditions as to such Transit Projects only:

# 13.1 Audit and Inspection

City agrees to comply with all financial record keeping, reporting and such other requirements as may be imposed as a condition to or requirement of funding obtained by MTA from third parties (provided that MTA gives reasonable notice of such requirements to City). City shall permit the authorized representatives of MTA, the U.S. Department of Transportation. the Comptroller General of the United States, and any other government agency providing funding or oversight on a Transit Project, to inspect, audit and copy, during normal business hours and upon reasonable notice, all cost and other relevant records relating to performance by City, its contractors and subcontractors under any Work Order issued to City for such Transit Project or Rearrangements of City Facilities related thereto, from the date of this Agreement through and until expiration of three years after the accepted completion of all Rearrangements . for such Transit Project, or such later date as is required by the rules and regulations of any such government agency (provided that MTA gives reasonable notice of such later date to City). Examination of a document or record on one occasion shall not preclude further examination of such document or record on subsequent occasions. By providing any of its records for examination pursuant to this Section 13.1, City represents and warrants that such records are accurate and complete. City shall insert into any contracts it enters into for the performance of work hereunder the above requirements and also a clause requiring the contractors (or consultants) to include the above requirements in any subcontracts or purchase orders. In the case of such contractors, consultants, subcontractors and suppliers, the records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.

#### 13.2 Interest of Members of Congress

No members of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.

#### 13.3 Prohibited Interests

No member, officer or employee of MTA or Commission, or of a local public body, during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. To MTA's and City's knowledge, no board member, officer

or employee of MTA has any interest, whether contractual, non-contractual, financial or otherwise in this transaction, or in the business of City; and if any such interest comes to the knowledge of either Party at any time, a full and complete disclosure of all such information will be made in writing to the other party, even if such interest would not be considered a conflict under Article 4 of Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3690) of the Government Code of the State of California.

# 13.4 Equal Employment Opportunity

In connection with the performance of this Agreement, the Parties shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, sexual orientation, national origin or disability. The Parties shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex, sexual orientation, national origin, or disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

# 13.5 Disadvantaged Business Enterprise

In connection with the performance of this Agreement, City will cooperate with MTA in meeting all applicable federal regulations with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

#### 13.6 Prior Approval

This Agreement, and all amendments thereto are subject to U.S. Department of Transportation, Federal Transit Administration review and approval.

#### 13.7 Non-Discrimination

Without limiting any other provision of this Article 13, City agrees to comply, and to cause all of its contractors who work on projects subject to this MCA to comply, with all applicable non-discrimination laws, rules and regulations, whether imposed by Federal, State or local authority.

### Article 14 Miscellaneous Provisions

### 14.1 Approvals; Further Documents and Actions

- 14.1.1. Any acceptance, approval, consent, permission, satisfaction, agreement, authorization or any other like action (collectively, "Approval") required or permitted to be given by any Party hereto pursuant to this Agreement or any Work Order:
- (a) must be in writing to be effective (except if deemed granted pursuant hereto);
- (b) shall not be unreasonably withheld, conditioned or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval; and
- (c) shall be deemed granted if no response is provided to the Party requesting an Approval within the time period prescribed by this Agreement or the applicable Work Order commencing upon actual receipt by the Party from which an Approval is requested or required of a request for Approval from the requesting Party.
- 14.1.2. The Parties agree to execute such further documents, agreements, instruments and notices, and to take such further actions, as may be reasonably necessary or appropriate to effectuate the transactions contemplated by this Agreement.

### 14.2 Notices

14.2.1. Except as otherwise expressly provided in this Agreement, all notices or communications pursuant to this Agreement shall be in writing and shall be sent or delivered to the following:

To City:

General Manager
Los Angeles Department of Transportation
221 N. Figueroa Street, Room 500
Los Angeles, California 90012
Facsimile No.: (213) 580-1188

To MTA:

Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California 90012
Facsimile No.: (213) 922-7382

With a copy to:

Deputy Executive Officer, Project Management
Engineering and Construction Division
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Facsimile No.: (213) 922-7447

Any notice or demand required shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) by reliable messenger or overnight courier to the address of the respective Parties set forth above. Any notice served personally shall be deemed delivered upon receipt, served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile, and served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier, or five (5) working days after deposit in the United States mail. City or MTA may from time to time designate any other address or addressee or additional addressees for this purpose by written notice to the other Party.

14.2.2. The Parties may also designate other procedures for the giving of notice as required or permitted under the terms of this Agreement, but each alternate procedure shall be described in writing and signed by the MTA Representative and the City Representative.

### 14.3 Assignment; Binding Effect

Neither Party shall assign its interest in this Agreement without prior consent of the other Party. Any permitted assignment shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties.

### 14.4 Waiver

The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

### 14.5 Amendment; Entire Agreement; Modification

- (a) This Agreement Supplements the Original 1991 Agreement. As of the Effective Date, the provisions of this Agreement supplement the former provisions, set forth in the Original Agreement, by the addition of the Design Build method of Project delivery.
- (b) This Agreement may not be amended, modified, superseded or canceled, nor may any of the terms, covenants, representations, warranties or conditions hereof be waived, except by a written instrument executed by both parties.

### 14.6 Elements of Essence

In accomplishing all work and performing all other acts required under this Agreement, time, and Public health, safety, and welfare are of the essence.

### 14.7 Legal Rights

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The rights and remedies of MTA and City for default in performance under this Agreement, the SPP or any Work Order are in addition to any other rights or remedies provided by law.

### 14.8 Bonds/Fees.

Except as specifically agreed to in this Agreement and only as specified in the SPP prepared for every individual Project, City waives and relinquishes all of its requirements, if any, to seek or obtain bonds, fees or other security or payments from MTA or its contractors.

### 14.9 Severability

In the event that any portion hereof is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

### 14.10 Gender and Tense

As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall each be deemed to include the other or others whenever the context so indicates.

### 14.11 Headings

The headings, which appear at the commencement of each article and section, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between any heading and the article or section itself, the article or section itself and not the heading shall control as to construction.

### 14.12 Incorporation of Exhibits

Every exhibit to which reference is made in this Agreement is hereby incorporated in this Agreement by this reference.

### 14.13 Counterpart Originals

This Agreement may be executed in any number of counterparts, each of which bearing the required wet signatures shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

### 14.14 Force Majeure

Neither Party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence; such causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the Party seeking the benefit of this section), embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances or unusually severe weather conditions; provided, however, that lack of funds or funding shall not be considered to be a cause beyond a Party's control and without its fault or negligence. The foregoing events do not constitute force majeure events where they are reasonably foreseeable consequences of Construction. If any of the foregoing events occur, City agrees, if requested by MTA, and if deemed possible and feasible by the City, to accelerate its efforts hereunder if reasonably feasible in order to regain lost time, so long as MTA agrees to reimburse City for the incremental actual costs of such efforts.

### 14.15 Construction

The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties.

### 14.16 Benefit

No provisions of this Agreement shall create any third-party beneficiary hereunder, or authorize anyone not a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof, except to the extent that specific provisions (such as the indemnity provisions) identify third parties and state that they are entitled to benefits hereunder.

### 14.17 Survival

The representations, warranties, indemnities and waivers set forth in this Agreement shall survive the termination, for any reason whatsoever, of this Agreement.

### 14.18 Maintenance of Records

City agrees to keep and maintain (and to require all contractors and subcontractors connected with performance of this Agreement to keep and maintain) records showing actual time devoted and all Costs incurred in the performance of all work subject to a Work Order under this Agreement until three (3) years after the accepted completion of all Rearrangements for such Transit Project, or until such later date as is required under other provisions of this Agreement; provided, however, that if any actions brought under the dispute resolution provisions of this Agreement have not been finally resolved by the foregoing deadline, then any records which pertain to any such actions shall be maintained until such actions have been finally resolved.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

CITY OF LOS ANGELES

MTA

By: DEC 182	2002By: Roger Snoble
James K. Hahn, Mayor	Chief Executive Officer
APPROVED AS TO FORM:	APPROVED AS TO FORM:
	Lloyd W. Pellman
By: Rockard J. Delgadillo, City Attorney	County Council
By: 1 Wustum from Assistant City Attorney	By: Charles Safer Deputy
By: Assistant City Attorney	
	5

Attest: J. Michael Carey, City Clerk

By Juan Manda

Deputy

1-21-03 C-104288

### RIDER TO COOPERATIVE AGREEMENT

### Restrictions on Lobbying

After due inquiry the undersigned certifies on behalf of the City of Los Angeles (the "City"), to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the City, to any person for influencing or attempting to influence an officer or employee of any agency, as defined in Title 31 U.S.C. Section 1352(h)(2) (hereinafter "agency"), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
- (3) The City shall require that the language of this certification shall be included in the award documents related to projects governed by this agreement for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which the MTA materially relied in entering into this Agreement. Submission of this certification is a prerequisite for entering into this transaction imposed by Title 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to Title 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The City certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the City understands and agrees that the provisions of 31 U.S.C.A. 3801, et seq., apply to this certification and disclosure, if any.

Deted - DEC 1 8 2002

"City of Los Angeles"

# Exhibit F: The Final Environmental Impact Statement /Final Environmental Impact Report/ (FEIS/FEIR) legal description (SCH#2013021064)

Due to the size of this report, the FEIS/FEIR and DEIS/DEIR is submitted as a separate attachment in the format of plastic discs.

The format of the <u>original FEIS/FEIR</u> and DEIS/DEIR report on disc is an Archival-Grade DVD.

The format of FEIS/FEIR and DEIS/DEIR copies thereof are included in six (6) CD-ROMs.

The FEIS/FEIR and DEIS/DEIR discs are separately presented for filing in individual manila envelopes along with reference to the application.

# **NOTICE OF AVAILABILITY**

# FINAL ENVIRONMENTAL IMPACT STATEMENT/ ENVIRONMENTAL IMPACT REPORT (FEIS/FEIR) FOR EAST SAN FERNANDO VALLEY LIGHT RAIL PROJECT

In support of this Application, the Los Angeles County Metropolitan Transportation Authority (LACMTA) submitted the Final Environmental Impact Study/Final Environmental Impact Report (FEIS/FEIR) for the East San Fernando Valley Light Rail Transit Project (Project) as a separate attachment on CPUC E-File System.

Pursuant to Rule 1.9(d) of the CPUC Commission's Rules of Practice and Procedure, LACMTA is issuing this Notice of Availability (NOA). The NOA is being provided to interested stakeholders for this application; see the Certificate of Service.

The FEIS/FEIR to the Application is available at the following URLs:

https://www.metro.net/projects/east-sfv/final-eiseir/

https://www.dropbox.com/s/skh41exvlw587dh/East%20San%20Fernando%20Valley%2 0Transit%20Corridor%20Project%20FEIS-FEIR.pdf?dl=0

Exhibit G: NEPA Record of Decision (ROD)

### RECORD OF DECISION FOR THE

### LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTORITY EAST SAN FERNANDO VALLEY TRANSIT CORRIDOR PROJECT, LOS ANGELES COUNTY, CALIFORNIA BY THE

### FEDERAL TRANSIT ADMINISTRATION

### Decision

The Federal Transit Administration (FTA), pursuant to Title 23 of the Code of Federal Regulations (CFR) Part 771 and Title 40 CFR Parts 1500-1508, has determined that the requirements of the National Environmental Policy Act (NEPA) of 1969 and related federal environmental statutes, regulations, and executive orders have been satisfied for the Los Angeles County Metropolitan Transportation Authority's (LACMTA) East San Fernando Valley Transit Corridor Project (Project) located in Los Angeles County, California.

This Record of Decision (ROD) applies to the at-grade light rail transit (LRT) modified Alternative 4, also identified as the Locally Preferred Alternative (LPA), which was described and evaluated in the East San Fernando Valley Transit Corridor Project Final Environmental Impact Statement/Final Environmental Impact Report (FEIS/FEIR), dated September 2020. FTA served as the federal lead agency under NEPA and LACMTA served as the lead agency under the California Environmental Quality Act (CEQA).

LACMTA may seek financial assistance from FTA for the Project and carry out the Project's engineering and construction (design-build). The East San Fernando Valley Transit Corridor Project consists of the design, construction, and future operation of a light rail transit (LRT) system that would operate over 9.2 miles along Van Nuys Boulevard (6.7 miles) and within LACMTA owned rail right-of-way (2.5 miles) located in Los Angeles County. The LACMTA may phase the Project and construct the 6.7-mile segment along Van Nuys Boulevard as an Initial Operating Segment (IOS). If FTA provides financial assistance for final design and construction of the Project, FTA will require that LACMTA design and construct the Project as presented in the FEIS/FEIR and in the ROD. Any proposed change must be evaluated in accordance with 23 CFR Section 771.129-130 and FTA must approve the change before the agency requesting the change can proceed.

### **Background**

The LACMTA in cooperation with the FTA, has proposed a Project to establish rail transit service along Van Nuys Boulevard and the LACMTA-owned railroad right-of-way within Los Angeles County, California. The Project would consist of a 9.2-mile, at-grade LRT with 14 stations. The Project would include construction of a new Maintenance and Storage Facility (MSF) site located on the west side of Van Nuys Boulevard on approximately 25 acres in the area bounded by Keswick Street on the south, Raymer Street on the east and north, and the Pacoima Wash on the west. The LRT would be powered by electrified overhead lines and would travel 2.5 miles along the LACMTA-owned right-of-way used by the Antelope Valley Metrolink line and Union Pacific Railroad from the Sylmar/San Fernando Metrolink Station south to

Van Nuys Boulevard. As the Project approaches Van Nuys Boulevard, it would transition to and operate in a median dedicated guideway along Van Nuys Boulevard for approximately 6.7 miles south to the Metro G Line (formerly known as the Orange Line) Van Nuys Station. Additional details regarding the Project characteristics, components, and facilities are discussed further below within the Description of the Project section of this ROD. The proposed Project is funded by LACMTA, with the use of local and state funding sources, and is therefore subject to state environmental review requirements. Additionally, since LACMTA may seek federal funding for the Project in the future, it is subject to federal environmental review. Project documentation, therefore, has been prepared in compliance with both the CEQA and the NEPA.

The Project study area has a high population density and large transit-dependent population who rely on transit for daily transportation, including commuting. Continued population growth will increase the demand for transit service and result in additional roadway congestion adversely affecting air quality and bus transit service and performance.

In order to address these mobility challenges and needs, the Project has been developed with the following purposes:

- Improve mobility in the eastern San Fernando Valley by introducing an improved northsouth transit connection between key transit hubs/routes;
- Provide new service and/or infrastructure that improves passenger mobility and enhances transit accessibility/connectivity for residents within the project study area to local and regional destinations and activity centers;
- Provide more reliable transit service within the eastern San Fernando Valley;
- Increase transit service efficiency (speeds and passenger throughput) in the project study area;
- Provide additional transit options in an area with a large transit-dependent population, including the disabled, and high-transit ridership;
- Encourage modal shift to transit in the eastern San Fernando Valley, thereby improving air quality; and
- Make transit service more environmentally beneficial through reductions in greenhouse gas emissions in the project study area.

### Planning For The Project

The Project is the outcome of prior studies that have evaluated transportation needs within the East San Fernando Valley Transit Corridor study area for more than 15 years. In 2000, the California State Legislature made funds available through a Traffic Congestions Relief Program (TCRP) for the LACMTA to develop a north—south corridor bus transit project that interfaces with an east—west Burbank-Chandler corridor project and a Ventura Boulevard Metro Rapid Bus Project.

In May 2003, the LACMTA Board advanced the San Fernando Valley North/South Transit Corridor's, Regional Significant Transportation Investment Study (RSTIS). The RSTIS recommended a series of bus efficiency improvements on five north/south corridors, including on Reseda Boulevard, Sepulveda Boulevard, Van Nuys Boulevard, and Lankershim Boulevard/San Fernando Road in the San Fernando Valley; and adjacent to the Canoga Avenue corridor in the west San Fernando Valley. The corridor is located on a former rail right-of-way jointly owned by LACMTA and the City of Los Angeles. LACMTA environmentally cleared that corridor, and construction was completed on the Metro G Line (formerly the Orange Line) Canoga Extension Project in July 2012.

In March 2010, the Los Angeles Department of Transportation (LADOT) completed a bus speed improvement study for the four eastern San Fernando Valley north/south transit corridors — Reseda, Sepulveda, Van Nuys, and Lankershim/San Fernando. The study recommended a range of near-term, mid-term, and long-term bus speed and service improvements, including a new interlined bus service for Van Nuys, signal timing adjustments, traffic striping improvements, street widenings, concrete bus pads, bridge widening, bus stop relocations, transit station enhancements, and a median busway on Van Nuys Boulevard.

In April 2010, the Los Angeles City Council approved the study's recommendations and directed LADOT to: 1) work with LACMTA to develop a scope, schedule, and budget for environmental clearance and public outreach for the three phases of the East San Fernando Valley North/South Rapidways Project; 2) include three busway alternatives for the Van Nuys corridor between Burbank Boulevard and Plummer Street (median busway, median busway with grade separations at major streets, and median busway with grade separations and a tunnel segment between the Metro G Line and Vanowen Street); and 3) work with LACMTA to develop a scope, schedule, and budget for an Alternatives Analysis (AA) of expanded north—south rail service in the San Fernando Valley.

In 2011, LACMTA initiated the Alternatives Analysis, (AA) Draft Environmental Impact Statement/Draft Environmental Impact Report (DEIS/DEIR) phase of the Project to develop and evaluate transit alternatives in the eastern San Fernando Valley corridor. Ultimately, during the AA phase, 26 project alternatives were narrowed down to six that addressed project goals and corridor needs. The focus of the outreach program during the AA phase was to increase project awareness and initiate public participation in the multi-phased project development process. Public participation during this phase assisted in the refinement of alternatives.

Throughout the Alternatives Analysis phase, a total of 14 early scoping meetings, including 11 community meetings and three elected official briefings, were held between October 6, 2011 and October 9, 2012. A total of 175 attendees, representing a cross section of the project area communities, participated in the early scoping meetings held in 2011 through 2012

Public review of the Draft Environmental Impact Statement/Draft Environmental Impact Report (DEIS/DEIR) prepared for the Project began on September 1, 2017 and ended on October 30, 2017. Five Public Hearings were held during the public review period to receive oral and written comments on the DEIS/DEIR. The Public Hearings were held along the corridor in the Cities of Los Angeles and San Fernando.

The FEIS/FEIR for the Project was published in the Federal Register for review on October 2, 2020 and the comment period ended on November 2, 2020. The comment period was subsequently extended another 15 days to November 17, 2020. Online, virtual public information meetings were held on October 14, 2020 and October 26, 2020 at 4:30 pm and 6:00 pm, respectively.

### Alternatives Considered

As a result of the alternatives screening process and feedback received during the public scoping period, six NEPA and CEQA alternatives were developed and considered in the DEIS/DEIR: a No-Build Alternative, a Transportation Systems Management (TSM) Alternative, two Bus Rapid Transit (BRT) alternatives, and two rail alternatives.

No Build Alternative. The No-Build Alternative represents projected conditions in 2040 without implementation of the Project. No new transportation infrastructure would be built within the project study area, aside from related transportation projects that are currently under construction or funded for construction and operation by 2040. These projects include highway and transit projects funded by Measure R and Measure M, as well as projects specified in the current constrained element of the LACMTA Long Range Transportation Plan and the 2016 Southern California Association of Governments Regional Transportation Plan/Sustainable Communities Strategy.

TSM Alternative. The TSM Alternative proposes enhancements to the existing transit system and would focus on relatively low-cost, efficient, and feasible transit service improvements and transportation systems upgrades, such as increased bus frequencies and minor modifications to the roadway network. Additional transit improvements that would be considered under the TSM Alternative include, but are not limited to, traffic signalization improvements, bus stop amenities/improvements, and bus schedule restructuring.

BRT Alternatives. Two BRT alternatives (Alternatives 1 and 2 in the DEIS/DEIR) were considered, a Curb-Running BRT Alternative and a Median-Running BRT Alternative. Under the Curb-Running BRT Alternative, buses would operate in the curb lane for 2.5 miles along San Fernando Road and Truman Street between the Sylmar/San Fernando Metrolink station on the north and Van Nuys Boulevard on the south. For a distance of 6.7 miles from San Fernando Road on the north to the Metro G Line (formerly the Orange Line) to the south, the existing curb lanes along Van Nuys Boulevard would be converted to dedicated bus lanes.

The Curb-Running BRT Alternative would operate in dedicated bus lanes, sharing the lanes with bicycles and right-turning vehicles. The Median-Running BRT Alternative would operate in mixed-flow traffic for 2.5 miles between the Sylmar/San Fernando Metrolink Station and Van Nuys Boulevard. Between San Fernando Road and the Metro G Line, the Median-Running BRT Alternative would operate in dedicated median-running bus lanes along Van Nuys Boulevard.

Rail Alternatives. Two rail alternatives were considered (Alternatives 3 and 4 in the DEIS/DEIR), a Low-Floor LRT/Tram Alternative, and an LRT Alternative. Both the Low-Floor LRT/Tram Alternative and LRT Alternative would operate along a 9.2-mile route from the Sylmar/San Fernando Metrolink Station on the north to the Metro G Line Van Nuys Station on the south. Between the Sylmar/San Fernando Metrolink Station and Wolfskill Street, the Low-Floor LRT/Tram Alternative would operate in a median dedicated guideway. From Wolfskill Street to the intersection of San Fernando Road/Van Nuys Boulevard, the Low-Floor LRT/Tram Alternative would operate in mixed-flow traffic lanes on San Fernando Road. From San Fernando Road to the Metro G Line Van Nuys Station, the Low-Floor LRT/Tram Alternative would operate in a semi-exclusive right-of-way for 6.7 miles in what is now the median of Van Nuys Boulevard. Twenty-eight stations would be provided under this alternative that would serve the Cities of San Fernando and Los Angeles, including the communities of Pacoima, Arleta, Panorama City, and Van Nuys. The LRT Alternative would travel 2.5 miles along the LACMTA-owned right-of-way used by the Antelope Valley Metrolink line and Union Pacific Railroad from the Sylmar/San Fernando Metrolink Station south to Van Nuys Boulevard where it would curve and continue south in a semi-exclusive right-of-way in the median along Van Nuys Boulevard 6.7 miles to the Metro G Line Van Nuys Station. The 9.2-mile LRT Alternative would operate at grade with the exception of an underground segment beneath Van Nuys Boulevard from just north of Parthenia Street south to Hart Street. Fourteen stations would be provided under the LRT Alternative. Both the Low-Floor LRT/Tram and LRT Alternatives would require a number of additional elements to support vehicle operations, including an overhead contact system, traction power substations, communications and signaling buildings, and a Maintenance and Storage Facility.

On June 28, 2018 the LACMTA Board of Directors formally identified a modified version of DEIS/DEIR Alternative 4-LRT as the Locally Preferred Alternative (LPA). The LPA eliminated the 2.5-mile subway portion of Alternative 4 in favor of an entirely at-grade alignment. The subway was eliminated because it would be very expensive, have significant construction impacts including right-of-way acquisitions, and would result in little time savings compared with a fully at-grade alignment. The factors that were considered by Metro in identifying a modified version of Alternative 4 as the LPA included: the greater capacity of LRT compared to the Bus Rapid Transit (BRT) alternatives, the LPA could be constructed in less time and at reduced cost compared to the DEIS/DEIR Alternative 4, would result in fewer construction impacts compared to DEIS/DEIR Alternative 4, and strong community support for a rail alternative. The LACMTA Board of Directors based its selection of the LPA upon the data presented in the DEIS/DEIR, as well as comments received from agencies and individuals during the public review period.

### Environmentally Preferable Alternative

The "environmentally preferable alternative" is the alternative required by 40 CFR Part 1505.2(a)(2) to be identified that causes the least damage to the biological and physical environment and best protects, preserves, and enhances historical, cultural, and natural resources.

FTA determined that the LPA is the environmentally preferable alternative when the alternatives were weighted and balanced in terms of their environmental effects. The LPA would result in unavoidable adverse effects after implementation of mitigation measures in the following resource areas: traffic and bicycle facilities, land use, community and neighborhood, visual and aesthetics, noise, safety and security, and parklands and community facilities. However, the locally preferred alternative would also result in long-term operational benefits including increased transit ridership, decreased regional vehicle-miles traveled, reduced regional criteria pollutant emissions, and decreased greenhouse gas emissions. LACMTA will continue to consult and coordinate with local agencies throughout the final Design Phase for appropriate mitigation as needed. In addition, the LPA would increase transit system connectivity in the Los Angeles County region, improve transit reliability, and improve access to San Fernando Valley employment opportunities. This would benefit environmental justice populations who live and work near the corridor.

The No Build alternative would lack the environmental benefits and transportation benefits of the ESFVTC LPA. The No Build alternative would result in greater traffic congestion, especially on the Van Nuys corridor, resulting in longer travel times. Therefore, in consideration of the damage to the physical environment and the long-term benefits to environmental resources, particularly air quality, the ESFVTC LPA is the environmentally preferably alternative.

### Description of the Project

The Project, i.e., the LPA, consists of a 9.2-mile, at- grade LRT with 14 stations. Under the Project, the LRT would be powered by electrified overhead lines and would travel 2.5 miles along the LACMTA-owned right-of-way used by the Antelope Valley Metrolink line and Union Pacific Railroad from the Sylmar/San Fernando Metrolink Station south to Van Nuys Boulevard. As the Project approaches Van Nuys Boulevard, it would transition to and operate in a median dedicated guideway in the median of Van Nuys Boulevard for approximately 6.7 miles south to the Metro G Line Van Nuys Station. The Project would include 14 stations. Maintenance and Storage Facility (MSF) Option B would be constructed as the preferred MSF site located on the west side of Van Nuys Boulevard on approximately 25 acres is bounded by Keswick Street on the south, Raymer Street on the east and north, and the Pacoima Wash on the west. The Project is anticipated to operate with a 6-minute peak and 12-minute off-peak headways when it opens and is projected to operate at 5-minute peak and 10-minute off-peak once ridership begins to increase. Additional details regarding the Project characteristics, components, and facilities are discussed below.

In addition, to ensure the objectives of the project were met in a timely manner and to avoid delays due to the timing of funding availability, LACMTA proposed constructing the LPA in two phases, an Initial Operating Segment (IOS) or Phase 1, which consists of the portion of the

LPA alignment along Van Nuys Boulevard, and Phase 2, which includes the northern 2.5-mile segment of the LPA along the LACMTA owned railroad right-of-way. Accordingly, the IOS phasing was included in this FEIS/FEIR to enable LACMTA to realize potential cost savings, which would not otherwise occur under the LPA.

### Vehicles

LRT vehicles would be similar to those currently used throughout the existing LACMTA LRT system. LACMTA's LRT system is designed to accommodate trains with up to three, 90-foot rail cars, for a total train length of 270 feet. Although LRT vehicles can operate at speeds of up to 65 mph in an exclusive guideway, operating at-grade along Van Nuys Boulevard, they would not exceed the posted speed limit of the adjacent roadway, which is 35 mph. The Project assumes a maximum speed of 65 mph when traveling within the LACMTA right-of-way adjacent to San Fernando Road. LRT vehicles could carry approximately 230 seated passengers and up to 400 passengers when standing passengers are included. The LRT train sets would be configured with a driver's cab at either end, similar to other LACMTA light rail trains, allowing them to run in either direction without the need to turn around at the termini.

### Alignment

The Project alignment would have two tracks and would be fully separated from automobile traffic, except at signalized intersections or controlled at-grade crossings. Along and just east of San Fernando Road, from the Sylmar/San Fernando Metrolink Station south to Van Nuys Boulevard, the alignment would be located within the existing LACMTA-owned right-of-way currently used by Metrolink and Union Pacific Railroad. Metrolink and Union Pacific Railroad would continue to use a separate dedicated track.

From the intersection of San Fernando Road and Van Nuys Boulevard to the Metro G Line, the Project would operate in a semi-exclusive right-of-way in what is currently the median of Van Nuys Boulevard. The train would operate at prevailing traffic speeds and would be controlled by train signals that would coordinate with the traffic signals.

### Stations

Stations would be constructed at approximately 3/4-mile intervals along the entire route. There would be 14 stations. The following stations are proposed under the Project:

- Sylmar/San Fernando Metrolink Station
- 2. Maclay Station
- 3. Paxton Station
- 4. Van Nuys/San Fernando Station
- Laurel Canyon Station
- 6. Arleta Station
- Woodman Station

- Nordhoff Station
- Roscoe Station
- 10. Van Nuys Metrolink Station
- 11. Sherman Way Station
- 12. Vanowen Station
- 13. Victory Station
- 14. Metro G Line Van Nuys Station

The proposed stations would have designs consistent with the Metro Rail Design Criteria (MRDC), including directive and standard drawings. Stations would be Americans with Disabilities Act (ADA) compliant, including compliance with the requirements pertaining to rail platforms, rail station signs, public address systems, clocks, escalators, and track crossings, as described in Sections 8.10.5, 8.10.6, 8.10.7, 8.10.8, 8.10.9, and 8.10.10 of the 2010 ADA standards.

Common elements would include signage, maps, fixtures, furnishings, lighting, and communications equipment. All stations are proposed to have center platforms, allowing passengers to access trains traveling in either direction. Typically, at-grade station platforms are 270 feet long (to accommodate three-car trains), 39 inches high (to allow level boarding and full accessibility, in compliance with the ADA), and minimum 12.2 feet wide for side platforms to 16 feet wide for center platform stations.

Canopies at the LRT stations would be approximately 13 feet high and would incorporate directional station lighting to enhance safety. Stations would include seating elements and contain ticket vending machines, variable message signs, route maps, and fare gates, as well as the name and location of the LRT station. In addition, LACMTA is moving to a fare gate system and such a system would be integrated into station design as appropriate.

Stations would also include bicycle parking and bike lockers at or near stations, as feasible. In addition, signage and safety and security equipment, such as closed-circuit televisions, public announcement systems, passenger assistance telephones, and variable message signs (providing real-time information), would be part of the amenities.

### Supporting Facilities

The Project would require a number of additional elements to support vehicle operations, including an Overhead Contact System (OCS), Traction Power Substations (TPSS), communications and signaling buildings, and a Maintenance and Storage Facility (MSF).

### Maintenance and Storage Facility

The Project would include construction of a new MSF, which would provide secure storage of the LRT vehicles when they are not in operation, and regular light maintenance to keep them clean and in good operating condition as well as heavy maintenance.

MSF Option B, as described in the DEIS/DEIR, was identified as the locally preferred site by the LACMTA Board. The MSF site would be approximately 25 acres in size. The MSF would be located on the west side of Van Nuys Boulevard and would be bounded by Keswick Street on the south, Raymer Street on the east and north, and the Pacoima Wash on the west. Access to the facility would be via two turnout tracks on the west side of the alignment. A northbound turnout would be located in the vicinity of Saticoy Street. A southbound turnout would be located in the vicinity of Keswick Street.

The MSF would accommodate both operational and administrative functions. The MSF would accommodate all levels of vehicle service and maintenance (i.e., progressive maintenance, scheduled maintenance, unscheduled repairs, warrantee service, and limited heavy maintenance) in addition to storage space for vehicles. The typical MSF would provide interior and exterior vehicle cleaning, sanding, and inspection areas; maintenance and repair shops; storage yards for vehicles; and storage areas for materials, tools, and spare vehicle parts. The storage yard would be the point of origin and termination for daily service.

The MSF would serve as the "home base" for the operators. Space would be provided for staff offices, dispatcher workstations, employee break rooms and/or lunchrooms, operator areas with lockers, showers and restrooms, and employee and visitor parking.

The MSF would include collision/body repair areas, enclosed paint booths, and wheel truing (the profiling of wheels to ensure the proper wheel to rail interface) machines. The MSF would also include maintenance-of-way, signals and communications, and traction power functions that would be housed in separate and smaller buildings.

The MSF site would accommodate the maximum number of LRT vehicles required for service and also allow for future expansion of transit service and vehicle maintenance and storage.

### Overhead Contact System

The overhead contact system (OCS) is a network of overhead wires that distributes electricity to tram or light rail vehicles. An OCS would include steel poles placed within the right-of-way to support the overhead wires above the light rail vehicles. A telescoping pantograph or "arm" on the roof of LRT vehicles would slide along the underside of the contact wire and deliver electric power to the vehicles. The OCS poles would be approximately 30 feet tall and typically located every 90 to 170 feet between the two tracks or in some locations where street width dictates, may be on the sidewalk.

### Traction Power Substations

The Traction Power Substations (TPSS) are electrical substations that would be typically placed at approximate ¾ mile intervals. The LRT vehicles would be powered by approximately 14 TPSS units (including one at the MSF), which would be spaced relatively evenly along the alignment to provide direct current to the LRT vehicles. The TPSS would be located at points along the alignment where maximum power draw is expected (such as at stations and on inclines). In the event that one TPSS needs to be taken offline, the LRT vehicles would continue to operate. The MSF would also have its own designated TPSS.

### Communications and Signaling Buildings

Communications and signaling buildings that contain train control and communications equipment would be located at each station, crossover, and at-grade crossing.

### **Operations**

The proposed LRT is anticipated to operate with a 6-minute peak and 12-minute off-peak headways when it opens and is projected to operate at 5-minute peak and 10-minute off-peak once ridership begins to increase. Adjacent and connecting bus lines would be evaluated and headways would be revised depending upon train schedule and demand.

### Parking Loss and Travel Lane Loss

### Parking Loss

With implementation of the Project, all curbside parking would be prohibited along Van Nuys Boulevard.

### Travel Lane Loss

The number of travel lanes on Van Nuys Boulevard would be reduced from three to two lanes in each direction for the segment between the Metro G Line and Parthenia Street. North of that point, the Project would maintain two existing travel lanes in each direction to Laurel Canyon Boulevard and the existing one northbound lane and two southbound lanes along Van Nuys Boulevard from Laurel Canyon Boulevard to San Fernando Road.

### Turning Restrictions

Left turns from Van Nuys Boulevard onto cross streets would be maintained at most of the currently signalized intersections where the LRT would be running in the median. All crossings of the alignment would be controlled by a traffic signal. Motorists who desire to make a left turn where it is no longer allowed would have to make a U-turn at a signalized left-turn location or choose a route that would allow them to use a signalized cross street.

Under the Project, the intersections with turning restrictions is refined as follows:

- Pinney Street & San Fernando Road (Closed via a cul de sac);
- Van Nuys Boulevard & El Dorado Avenue (southbound left only);
- Van Nuys Boulevard & Tamarack Avenue;

- Van Nuys Boulevard & Telfair Avenue;
- Van Nuys Boulevard & Cayuga Avenue;
- Van Nuys Boulevard & Oneida Avenue;

- Van Nuys Boulevard & Haddon Avenue;
- Van Nuys Boulevard & Omelveny Avenue;
- Van Nuys Boulevard & Amboy Avenue;
- Van Nuys Boulevard & Rincon Avenue;
- Van Nuys Boulevard & Remick Avenue;
- Van Nuys Boulevard & Vena Avenue;
- Van Nuys Boulevard & Bartee Avenue (northbound left only);
- Van Nuys Boulevard & Lev Avenue;
- Van Nuys Boulevard & Arleta Avenue (southbound left only);
- Van Nuys Boulevard & Beachy Avenue (southbound left only and pedestrian crossings);
- Van Nuys Boulevard & Canterbury Avenue;
- Van Nuys Boulevard & Woodman Avenue (southbound left only);
- Van Nuys Boulevard & Vesper Avenue (northbound left only);
- Van Nuys Boulevard & Novice Street;
- Van Nuys Boulevard & Gledhill Street;

- Van Nuys Boulevard & Vincennes Street;
- Van Nuys Boulevard & Osborne Street;
- Van Nuys Boulevard & Rayen Street;
- Van Nuys Boulevard & Parthenia Street (southbound left only);
- Van Nuys Boulevard & Lorne Street;
- Van Nuys Boulevard & Blythe Street;
- Van Nuys Boulevard & Michaels Street;
- Van Nuys Boulevard & Keswick Street (southbound left only);
- Van Nuys Boulevard & Covello Street;
- Van Nuys Boulevard & Wyandotte Street;
- Van Nuys Boulevard & Gault Street (pedestrian crossing only); Van Nuys Boulevard & Hart Street;
- Van Nuys Boulevard & Hartland Street (pedestrian crossing only);
- Van Nuys Boulevard & Archwood Street;
- Van Nuys Boulevard & Haynes Street;
- Van Nuys Boulevard and Hamlin Street;

- Van Nuys Boulevard & Gilmore Street;
- · Van Nuys Boulevard & Friar Street;
- Van Nuys Boulevard & Erwin Street;
- Van Nuys Boulevard & Delano Street;
- Van Nuys Boulevard & Calvert Street; and
- Van Nuys Boulevard & Bessemer Street.

### Bicycle Facilities

When feasible, bicycle parking would be provided at or near LACMTA stations, as required by MRDC. The existing bike lanes, which extend approximately two miles north along Van Nuys Boulevard from Parthenia Street to Beachy Avenue and from Laurel Canyon Boulevard to San Fernando Road, would be removed due to right-of-way constraints.

The City of Los Angeles constructed a bicycle path within the LACMTA's railroad right-of-way parallel to San Fernando Road. This existing Class I bike path would remain in place except in the City of San Fernando where the bike path would be relocated east in order to accommodate the relocated single Metrolink/UPRR track. The LACMTA right-of-way is generally wide enough to allow the bicycle path to remain alongside a pair of LRT tracks and relocated track for Metrolink and the Union Pacific Railroad, though some partial takes of adjacent properties would be required in the City of San Fernando.

### Accessibility

### Pedestrian Access

There would be a pedestrian overcrossing or undercrossing at the Sylmar/San Fernando Metrolink Station from the LRT platform to the Metrolink platform. For other pedestrian crossings along the LACMTA right-of-way, the crossings would be controlled by pedestrian gates.

All current crosswalks at signal-controlled intersections would be maintained. Between the signalized intersections, a barrier would be installed to prevent uncontrolled pedestrian crossings, as is LACMTA's current practice on its median-running LRT lines. Pedestrians would be required to walk to a signalized location to cross Van Nuys Boulevard. LRT passengers would reach the median station platforms from crosswalks at signalized intersections.

### Vehicular Access

Vehicular access along Van Nuys Boulevard that would cross the LRT alignment would be limited to signalized crossings. All other streets or driveways would become right turns into and out of Van Nuys Boulevard.

### Right-of-Way

Construction of the Project (MSF, stations, tracks, and TPSS) would require 100 property acquisitions, which includes 68 full acquisitions, 30 partial acquisitions, one LACMTA-owned property, and one vacant alley. Most of the acquisitions that would be required are commercial or industrial properties though up to four acquisitions of single-family residences could also be required.

The LACMTA is the owner and operator of a mostly 100-foot-wide railroad right-of-way through the Pacoima community, City of San Fernando, and Sylmar community that currently has a single track down the center of the corridor, with some sidings, and a bike path. The track is operated by the Southern California Regional Rail Authority for Metrolink commuter rail service and is also utilized by the Union Pacific Railroad. Within the Pacoima community of the City of Los Angeles, the 100-foot width could accommodate two LRT tracks, one commuter and freight rail track, and the existing bike path. To provide sufficient room for the LRT tracks, the existing single rail track would be removed from the center of the corridor and replaced with a single track along the corridor's eastern edge to serve commuter and freight rail operations. The right-of-way could accommodate a center platform LRT station near Paxton Street and Maclay Avenue.

At the Pacoima Wash, north of SR-118, a pair of new bridges would be needed, one for the LRT tracks, and the other for the commuter/freight rail track. These bridges would lie alongside the existing San Fernando Road Bridge and the newly constructed bike path bridge. The available right-of-way within the City of San Fernando is relatively narrow. From Jesse/Wolfskill Street to a point approximately 1,000 feet north of Maclay Avenue, the right-of-way widths generally range from 60 feet to 80 feet. As a consequence, property acquisitions would most likely be required to construct the Project within this stretch of the project alignment because of the relatively constrained existing right-of-way. Acquisition of properties would also be required for the placement of the TPSS units at approximately ¾-mile intervals along the alignment, as well as at the San Fernando Road and Van Nuys Boulevard intersection.

### Gated LRT Grade Crossings

For the portion of the Project alignment within the LACMTA-owned railroad right-of-way, the grade crossings at Paxton Street, Wolfskill Street, Brand Boulevard, Maclay Avenue, and Hubbard Avenue would be controlled by traditional vehicular crossing gates. The current single-track crossings would become three.

There would be pedestrian gates for at-grade street crossings, in addition to the traditional vehicular crossing gates that exist at Paxton Street, Wolfskill Street, Brand Boulevard, Maclay Avenue, and Hubbard Avenue.

There would also be left-turn lane gates, where feasible, at signalized intersections along Van Nuys Boulevard where left turns are permitted across the LRT dedicated guideway. The gates would be activated whenever a train approaches the intersection to enhance safety at these locations

### **Basis for Decision**

The FTA weighed the ability of project alternatives to meet the purpose and need, the environmental effects of the alternatives, and the comments from the public agencies. The FTA has reviewed the public and agency comments on the DEIS/DEIR, FEIS/FEIR, and the transcripts of the hearings. Attachment B to this ROD includes a summary of comments received on the FEIS/FEIR and responses to comments during the public circulation period.

Based on these factors, the FTA has determined that the Project meets the purpose and need of the proposed action as outlined in Chapter 1 of the FEIS/FEIR and as discussed below.

Improve mobility in the eastern San Fernando Valley by introducing an improved north-south transit connection between key transit hubs/routes: The Project would provide a connection to the Metrolink Antelope Valley Line at the Sylmar/San Fernando Metrolink station on the north and the Metro G Line Van Nuys Station on the south. The Project would also include a station along Van Nuys Boulevard at Saticoy Street immediately south of the Metrolink Van Nuys Station along the Metrolink Ventura Line.

Provide new service and/or infrastructure that improves passenger mobility and enhances transit accessibility/connectivity for residents within the project study area to local and regional destinations and activity centers: The Project would construct a new LRT line that would connect the communities along the corridor and provide access to government services at the Van Nuys Civic Center) and other important community centers and facilities including The Village at Sherman Oaks, Sherman Oaks Hospital, Panorama Mall, Whiteman Airport, Van Nuys Airport, Mission Community Hospital, Kaiser Permanente Hospital, Van Nuys Auto Row, and several schools, youth centers, and recreational centers.

Increase transit service efficiency (speeds and passenger throughput) in the project study area: The Project would construct a new LRT line along a corridor that experiences substantial congestion and low vehicle speeds. As congestion continues to increase, the reliability of bus service in the corridor will worsen. The Project would provide increased transit capacity and faster, more reliable service that would connect the communities along the corridor

Provide more reliable transit service within the eastern San Fernando Valley: The Project would provide an LRT line with 14 stations along a 9.2-mile alignment located within a semi-exclusive right-of-way in the median of Van Nuys Boulevard and within the LACMTA railroad right-of-way. Trains would operate with 6-minute peak and 12-minute off-peak headways when it opens and would operate with 5-minute peak and 10-minute off-peak headways once ridership begins to increase. The LRT line would replace existing Metro Rapid Line service along the corridor that is adversely affected by existing traffic congestion resulting in longer travel time and slower speeds.

Provide additional transit options in an area with a large transit dependent population, including the disabled, and high transit ridership: The concentration of persons without private transportation, and the number of adults below the poverty line within the corridor are expected to remain higher than County averages. The Project would provide increased transit capacity and faster, more reliable service to the large transit dependent population in the corridor.

Encourage modal shift to transit in the eastern San Fernando Valley, thereby improving air quality: Standards for many of the criteria pollutants monitored within the eastern San Fernando Valley have been exceeded multiple times during each of the previous three years of collected data (2009 – 2011). The traffic analysis indicates that travel speeds, vehicular delay and congestion will worsen by 2040. This will result in increased gas consumption and vehicle emissions in the project study area.

The increase in delay at the study intersections is expected to increase vehicle emissions and fuel consumption. The Project would increase transit ridership and reduce vehicle miles traveled in the Project study area, which would have the benefit of reducing regional criteria pollutant and greenhouse gas emissions.

Make transit service more environmentally beneficial through reductions in greenhouse gas emissions in the Project study area: The Project would result in increased transit ridership and a reduction in vehicle miles traveled that would have the beneficial effect of reducing greenhouse gas emissions.

### Public Involvement and Outreach

Chapter 7 Public Agency and Outreach of the FEIS/FEIR describes the extensive outreach to the public and federal, state, and local agencies that occurred during the alternatives analysis (AA), preliminary design, and environmental planning phases of the Project. A variety of notification tools were used by LACMTA during the Project phases including: direct mail and email notification; press releases; newspaper display ads and online ads; meetings with cities, chambers of commerce, councils of governments, and educational institutions; stakeholder briefings; placement of posters at key locations along the corridor; placement of notices and announcements on the project website; social media - Facebook and Twitter; online blogs; city and chamber newspapers; city cable channels; door-to-door canvassing, and information booths at various community events. Through the use of traditional and innovative outreach methods, the outreach activities have yielded comments on the DEIS/DEIR and FEIS/FEIR from approximately 1,080 members of the public, organizations, elected officials, and public agencies; LACMTA has hosted and presented at more than 100 meetings, sharing project information with more than 2,900 participants. LACMTA's outreach effort was guided by the Metro Equity Platform Framework adopted by the LACMTA Board in February 2018, ensuring outreach includes meaningful engagement with historically underserved communities.

On March 1, 2013, LACTMA distributed a Notice of Preparation (NOP) to advise interested agencies and the public that LACTMA intended to prepare an EIS/EIR for the Project. The LACTMA distributed the NOP to approximately 116 agencies, elected officials, and interested parties and organizations in the Project study area. During the 65-day public scoping period, LACMTA hosted six scoping meetings, including four public scoping meetings, an elected officials briefing, and one agency scoping meeting. In addition to the official scoping meetings, LACMTA also participated in various City and stakeholder events, as requested by the respective groups, to enhance the outreach effort and increase awareness during the scoping period.

During the 65-day scoping period, LACMTA accepted oral comments at the scoping meetings and written comments via the project helpline, on meeting comment cards, via letters and emails, social media comments via Facebook and Twitter, and electronic comments via the LACMTA project website. A total of over 400 oral and/or written public comments were received from agencies and the public, including elected officials, residents, grassroots organizations, chambers of commerce, developers, hospitals, agencies, educational institutions, and businesses.

Outside of the scoping period and during preparation of the technical reports and DEIS/DEIR, LACMTA hosted three additional community meetings and nine focus group meetings to elicit feedback from the various business owners and employees along the Van Nuys Boulevard corridor.

The Notice of Availability (NOA) for the DEIS/DEIR was published in the Federal Register on September 1, 2017 (*Federal Register, Vol. 82, No. 169*) and was distributed to 116 agencies, elected officials, and interested parties and organizations. During the 60-day public review period, five public hearings were held to receive written and oral comments on the DEIS/DEIR. The LACMTA provided notice of the public hearings and availability of the DEIS/DEIR using a variety of notification strategies including display advertisements in English and Spanish in local newspapers; email notification; press releases to local and regional print, broadcast, and online English and Spanish media outlets; and placement of notices in LACMTA buses, on the project website, in Los Angeles Council District offices, the City of San Fernando City Hall, and in local schools, libraries, and churches.

Copies of the DEIS/DEIR were made available on the LACMTA project website and were placed in local libraries and at City of San Fernando, City of Los Angeles, and LACMTA offices.

During the 60-day public review period, approximately 840 letters, emails, and comment cards were received containing approximately 1,320 comments. Approximately 60 individuals provided verbal comments during public testimony at the five public hearings.

The FEIS/FEIR NOA was published in the Federal Register on October 2, 2020 (Federal Register, Vol. 85, No. 192) and English and Spanish versions of the NOA were distributed to approximately 115 agencies, elected officials, and interested parties and organizations in the Project study area. The NOA was also published in four local newspapers including in Spanish in the local Spanish language newspaper and an eblast announcing the availability of the FEIS/FEIR and two public information meetings was sent to over 4,000 individuals included in LACMTA's project stakeholder database. The NOA and electronic copies of the FEIS/FEIR were also mailed to 17 public agencies that submitted comments on the DEIS/DEIR and an electronic version of the FEIS/FEIR was made available on LACTMA's project website.

The FEIS/FEIR was made available for public review from October 2, 2020 to November 2, 2020. However, the public comment period was extended to November 17, 2020 (an additional 15 days) in response to requests from elected officials and members of the public for additional time to review the FEIS/FEIR. Emails and letters were received from approximately 180 individuals, organizations, and public agencies (one federal, two state, and six local), containing over 250 public comments on the document. A summary of the comments received, as well as LACMTA's responses to the comments are provided within Attachment B.

### Determination and Findings

Based on the current impacts of the recent social response to the COVID-19 virus and the resulting decline in travel demand, it is impossible to predict any future changes to the Determination and Findings of the Project that may result from a COVID-19 response of an unpredictable nature and length. Should significant changes in the planning assumptions, project schedule, project scope, or surrounding project environment result because of a prolonged COVID-19 response, LACMTA will consider additional project evaluation and public input consistent with NEPA and CEQA.

### Section 106 of the National Historic Preservation Act (NHPA)

Within the project study area, there are 15 individual properties that were previously recorded as historic properties/historical resources that are currently extant. Three of the 15 properties are located within the Area of Potential Effect (APE). They are indicated with an asterisk (\*) in Table 4.16-1 in the FEIS/FEIR and described in additional detail in the text that follows the table. Of the 15 previously recorded resources, two individual properties are listed in the National Register of Historic Places (NRHP) and the California Register of Historical Resources (CRHR) and local landmark programs; two individual properties are listed in the CRHR only; six properties are listed on the CRHR and local landmark programs, and three are designated at the local level as Los Angeles Historic Cultural Monuments (LA HCMs). Two properties were identified as appearing to be eligible as part of a previous study, including the San Fernando Road and the San Fernando Road Bridge over Pacoima Wash. Additionally, 15 individual properties previously recorded through the City of Los Angeles' SurveyLA citywide survey and another 21 properties identified as a result of surveys conducted for the Project are also located within the APE. The Project would have no adverse effect on any of the individual historic properties within the APE.

Within the Project study area, there are two previously recorded historic districts. The previously recorded historic districts include the Van Nuys Historic Preservation Overlay Zone (HPOZ), which is locally designated by the City of Los Angeles, and the Panorama City Historic District, which is recorded as eligible for listing in the NRHP and is listed in the CRHR. Neither district is located within the APE. The Project would not adversely affect these districts.

The Project would involve shallow excavation during platform construction in the median, station upgrades, and sidewalk widening. Archaeological sites 19-001124 and 19-002681 are both located in the footprint of the Project. Neither resource is considered eligible for the CRHR or NRHP. However, the immediate resource areas are still considered sensitive for containing previously undiscovered archaeological resources. Consequently, the SHPO concurred in an October 19, 2020 letter to the FTA with a Finding of No Adverse Effect with Conditions. A Cultural Resources Monitoring and Data Recovery Plan (CRMDRP) (see Attachment D) has been prepared that identifies the construction monitoring, discovery, treatment, evaluation, and data recovery procedures for the two archaeological sites. Additionally, implementation of Mitigation Measures MM AR-2 and MM AR-3 listed in the MMRP (included as Attachment A), would avoid or reduce potential impacts on these archaeological resources.

As part of ongoing consultation with the Fernandeño Tataviam Band of Mission Indians (FTBMI), the CRMDRP was forwarded to Jairo Avila of FTBMI in August of 2020 and a phone consultation was conducted with FTBMI, FTA, and LACTMA and its consultants on September 16, 2020 to review the CRMDRP. During the call and in a follow up 9/23/2020 email from FTA to FTBMI, FTBMI's questions regarding construction monitoring including the extent of monitoring and number of monitors, the procedures for disposition of cultural artifacts discovered during construction, and the role of the tribe as a consulting party through design and construction phases of the Project were addressed.

On October 13, 2020 in response to public release of the FEIS/FEIR, Walter Davis of LACMTA received a voicemail message from the Tribal Chair, Robert Dorame, of the Gabrielino Tongva Indians of California Tribal Council and a follow-up email from Ms. Christina Conley (Cultural Resources Administrator) expressing an interest in being updated and involved with cultural resources compliance for the Project. On November 6, 2020, FTA sent letters on to Mr. Dorame and Ms. Christina Conley detailing the cultural resources status and previous consultation processes that had been conducted for the Project. The letter also requested that the tribe review and provide comments on the CRMDRP within 30 days of receipt of the document.

Consultation with Native American Tribes will continue as the Project moves forward and as planning for future archaeological monitoring is conducted.

### Air Quality Conformity

The Project is an electrically powered mass transit system that would increase regional transit ridership and decrease motor vehicle miles traveled and vehicle hours traveled within and outside the Project study area and, as a consequence, would result in reductions in regional criteria pollutant emissions relative to the No-Build Alternative.

The Project (LPA) has been incorporated into the Southern California Association of Governments (SCAG) 2019 Federal Transportation Improvement Program (FTIP) under project ID LA0G1301. The 2016-2040 Regional Transportation Plan/ Sustainable Communities Strategy (RTP/SCS) was found by the Federal Highway Administration (FHWA) and FTA to be in conformity with the State Implementation Plan (SIP) on June 1, 2016. The 2019 FTIP was found to be in conformity with the SIP on December 17, 2018.

The Project is not considered a Project of Air Quality Concern as defined in USEPA's Transportation Conformity Guidance. That determination was made by members of SCAG's Transportation Conformity Working Group at its meeting on October 22, 2019. Therefore, the Project does not require quantitative dispersion modeling for particulate matter (PM) and project-level (PM) conformity determination requirements are satisfied.

### Section 4(f) of the Department of Transportation Act of 1966 (49 USC § 303)

The Project would not result in a use of Section 4(f) protected parks, recreational areas, wildlife refuges, or historic properties. The Project would not require any permanent incorporation of land from any of the public parks and recreational facilities considered Section 4(f) properties.

No construction staging and/or construction easement would be required from any of the identified Section 4(f) properties. No proximity impacts would be experienced at any of the Section 4(f) resources along the alignment.

No portion of an historic property would be permanently incorporated into the Project. Construction and operation of the Project would not result in adverse effects on the historic properties or archaeological sites within the APE, and none of the elements of these resources that contribute to their eligibility would be disturbed. Therefore, no Section 4(f) use of any historic property would occur as a result of the Project

### Endangered Species Act

The Project area is already disturbed due to urban development and infrastructure including sidewalks, buildings, roadways, parking areas, retail businesses, etc. Consequently, no habitat for special-status plant species exists and no special-status plant species are expected to occur within the Project study area.

Three special-status bat species, pallid bat (Antrozous pallidus), western yellow bat (Lasiurus xanthinus), and big free-tailed bat (Nyctinomops macrotis), were judged to have at least some reasonable potential for occurrence within the biological resources project study area. The existing bridges over the Pacoima Wash, Pacoima Diversion Canal, and East Canyon Creek; the existing overpasses at I-5, State Route 118, and the Union Pacific Railroad (on Van Nuys Boulevard); and the adjacent vegetation (in particular, palm trees and trees with cavities, crevices, exfoliating bark, and bark fissures) may support roosting habitat for special-status bat species though no bats or signs of bats (i.e., urine staining and guano droppings) were visually observed during field surveys conducted for EIS/EIR.

The Project would require removal of existing median islands, road widening in other areas, and construction of new LRT stations, TPSS, and an MSF, which would be constructed west of Van Nuys Boulevard and south of the Metrolink railroad right-of-way and Raymer Street. Construction of these improvements would require removal of trees potentially affecting nesting birds and/or tree roosting bats. Additionally, two bridge upgrades are proposed for this alternative: one bridge at Van Nuys Boulevard where it crosses over the Pacoima Diversion Canal, and one adjacent to San Fernando Road as it crosses over the Pacoima Wash. The existing bridges could be used by nesting birds and/or bat species. Construction would also result in increases in noise, movement, and vibration at the bridges over the Pacoima Wash, the Pacoima Diversion Canal, and East Canyon Creek and the existing overpasses at I 5, State Route 118, and the Union Pacific Railroad (on Van Nuys Boulevard). As a consequence, the Project could adversely affect nesting birds or roosting bats if construction activities remove vegetation where nesting birds are present or affect structures or vegetation used by special-status bat species. Proposed Mitigation Measures BIO-1 and BIO-2 (see Attachment 1), would reduce potential impacts to non-adverse under NEPA.

### Sections 402, 404, and 408 of the Clean Water Act

The Project would comply with Title III and Tile IV of the Clean Water Act and the National Pollution Discharge Elimination System (NPDES) standards during and following construction. The Project would include preparation of a Storm Water Pollution Prevention Plan (SWPPP) that includes the identification and implementation of applicable Best Management Practices (BMPs) to control erosion and to ensure that construction materials and/or pollutants are not discharged into surface waters or into areas that would eventually drain into storm drains. The SWPPP also includes a monitoring program to ascertain the effectiveness of the prescribed BMPs.

The construction and permanent BMPs included as part of the Project would be developed and implemented in compliance with RWQCB and LACMTA storm water standards and would be developed in cooperation with the City of Los Angeles and the County of Los Angeles. Prior to approval of grading permits, an appropriate drainage control plan, such as a Standard Urban Storm Water Mitigation Plan (SUSMP) would be implemented. The Project would not substantially alter the existing drainage pattern and no stream or river would be altered. Currently, stormwater drains to a major storm drains that cross the Van Nuys Boulevard and San Fernando Road corridors. These storm drains discharge into the Pacoima Wash Channel and Pacoima Wash Control Channel, which also cross the Project corridor. Under the Project, stormwater would continue to drain into existing storm drain lines and according to SUSMP requirements, the drainage design would limit the design water surface elevations and velocities to no greater than the existing conditions or to what can be handled by the existing conditions within the project area. Therefore, drainage would remain the same as existing conditions and no substantial erosion, siltation, or flooding would occur on- or offsite as a result of the Project.

The Project would require upgrades to two bridges that cross concrete-lined channels containing trace amounts of vegetation, including portions of the Sepulveda Flood Control Basin, and the Hansen Flood Control Basin. No mitigation measures are required as no construction would occur within these channels and it's not anticipated that temporary or permanent impacts would occur that would require a Section 404 permit and Section 401 Certification. However, the Project may require Section 408 permission from the U.S. Army Corps of Engineers due to construction activities that could require alterations or impacts to the Sepulveda Flood Control Basin, and the Hansen Flood Control Basin Corps facilities. These impacts or alterations are not expected to be injurious to the public interest or impair the usefulness of the Corps facilities.

No impacts to Waters of the United States (WoUS) are expected to occur. However, if construction activities do affect WoUS, permitting under Section 404 of the Clean Water Act may be required, most likely in the form of a Nationwide Permit 14 if project-related impacts on WoUS are less than 0.5 acre. Effects on WoUS would also trigger the need for a Section 401 Certification, issued by the Regional Water Quality Control Board. Acquisition of these permits would ensure compliance with the Clean Water Act (Section 401 and 404).

If permanent impacts on WoUS streambeds are unavoidable, compensatory mitigation may be required under section 401 and 404 of the CWA. This is expected to be required at a minimum 1:1 ratio. Final compensatory mitigation will be determined during the aquatic permitting process.

In addition, temporary impacts would be required to be restored to pre-project conditions at the location of these impacts. Impacts on WoUS would not be adverse under NEPA after compliance with regulatory permit requirements and implementation of mitigation measure.

### Executive Order 11988: Floodplain Management

A portion of the Project is located within a 100-year flood zone. However, the 100-year flood zone areas within the Project study area are fully contained within County flood channels and drainage facilities. No construction is proposed in these 100-year flood zones; therefore, construction of the Project would not place structures that would impede or redirect flood flows as mapped on any flood hazard delineation map.

There are no levees located within the Project study area, and therefore no flood impacts associated with levee failure would occur that could affect construction activities, workers, or equipment. The Project, however, would be located in a dam failure inundation zone area, as identified in Section 4.13 of the FEIS/FEIR. Portions of the Sepulveda and Hansen Flood Control Basins (and the associated dams) are located in the Project study area. Therefore, the Project could be adversely affected if these dams fail. However, project construction activities would not increase the present risk of dam failure, which is considered low, and would not place construction workers, equipment, or temporary structures in an area where there is a significant risk and high probability of flooding.

Temporary drainage facilities could be required to redirect runoff from work areas. The temporary drainage facilities would be sized according to City standards to avoid any exceedance of the capacity of existing or planned stormwater drainage systems. As a consequence, overall drainage patterns would remain the same and construction activities are not expected to have a substantial effect on flood capacities due to temporary changes in drainage patterns or facilities. Therefore, the construction effects related to flooding and flood hazards would be non-adverse under NEPA.

### Executive Order 12898: Environmental Justice

Within the Project study area, the population is comprised predominantly of Hispanic or Latino persons at 66.8 percent, which is 20.3 percent higher than the City of Los Angeles and two percent higher than the County of Los Angeles, based on 2010 Census data. Approximately 17.7 percent of households in the Project study area were below the poverty level, which was 0.9 percent lower than the City of Los Angeles and 2.6 percent higher than the County of Los Angeles (see Section 4.17 of the FEIS/FEIR for further details).

Adverse construction impacts (including traffic circulation, noise, and air quality impacts) would occur throughout the Project area and would affect all communities within the project area, with impacts on environmental justice communities not exceeding those on non-environmental justice communities. Thus, the Project would not result in disproportionately high and adverse construction effects on environmental justice communities.

To assess the types of potential displacements resulting from the Project, conceptual engineering plans for the proposed alignment, station options, and rights-of-way were reviewed. The majority of the Project alignment would be constructed in the median of an existing roadway and would not require the displacement of businesses or residences along the majority of the project corridor. As detailed in Section 4.2 - Real Estate and Acquisition of the FEIS/FEIR, some areas of the Project, however, would require commercial or light industrial property acquisitions to accommodate the LRT facilities. Most of the acquisitions that would be required to construct the Project would occur as a result of the construction of the MSF.

The Project, including the stations, TPSS, and MSF would require the full or partial acquisition of 100 parcels. The majority of the acquisitions would affect light manufacturing and commercial properties, which contain businesses oriented toward automobile repair and supplies or raw materials supply and manufacturing. Project acquisitions, however, could include up to four single-family residences. These businesses are located in a predominantly low-income and minority neighborhood and could be supported by owners, workers, or customers from low-income or minority block groups that could be affected by the economic changes or job losses associated with these displacements. Therefore, the displacement impacts of the Project would be predominantly borne by an environmental justice population.

Although the displacement impacts described above would be predominantly borne by environmental justice populations, all communities within the project study area would be affected and the impacts suffered by the environmental justice populations would not be appreciably more severe or greater in magnitude than the adverse effects that would be suffered by the non-environmental justice populations. Additionally, relocation assistance and compensation in accordance with federal and state regulations would be provided for all displaced businesses. With implementation of compliance and mitigation measures and given that the Project would provide improved transit service and connectivity in an area with large transit-dependent and environmental justice populations, the impacts on the environmental justice populations would not be disproportionately high and adverse.

Relocation assistance and compensation for all displaced businesses and residences would be provided, as required by the Uniform Act and the California Act. All real property to be acquired would be appraised to determine its fair market value. Just compensation, which shall not be less than the approved appraisal, would be made to each displaced property owner. Each business and residence displaced by the Project would be given advance written notice and would be informed of their eligibility for relocation assistance and payments under the Uniform Act.

The Project includes measures to avoid, minimize or mitigate adverse effects, as set forth in the FEIS/FEIR and Attachment A of this ROD. FTA has concluded, in accordance with Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, that EJ communities would not be subject to disproportionately high and adverse human health or environmental effects as a result of the Project. Additionally, the Project would also result in new transit opportunities that are anticipated to result in improved connectivity and transit equity. Mitigation measures would reduce or minimize the adverse effects, where feasible.

### MEASURES THAT MITIGATE ADVERSE EFFECTS

The Project incorporates all practical measures to minimize environmental harm. Those measures, which are commitments imposed under this Record of Decision(ROD) for the Project, are described in the East San Fernando Valley Transit Corridor Project Final Environmental Impact Statement/Final Environmental Impact Report (FEIS/FEIR), and are included in the Project's Mitigation Monitoring and Reporting Plan (MMRP) (Attachment A to this ROD) to ensure fulfillment of all environmental and related commitments. The MMRP brings together all the relevant environmental compliance measures into one document to efficiently track all avoidance, minimization, and mitigation measures put forth in the FEIS/FEIR. The measures listed in the MMRP in Attachment A are provided to guide and facilitate Project design and construction. This list will also facilitate the monitoring and implementation of the mitigation measures. Any change in such commitments from the description in the FEIS/FEIR will require a review in accordance with 23 CFR Parts 771.129-130 and must be approved by the Federal Transit Administration.

January 29, 2021

Ray Tellis Regional Administrator Federal Transit Administration, Region IX

### Attachments:

Attachment A: Mitigation Monitoring and Reporting Plan

Attachment B: Summary of Comments on the FEIS/FEIR

Attachment C: Relevant Federal, State, and Local Agency Correspondence

Attachment D: Cultural Resources Monitoring and Data Recovery Plan

# Exhibit H

## **Scoping Memo Information for Applications**

A. Category (Check the category that is most appropriate)
Adjudicatory - "Adjudicatory" proceedings are: (1) enforcement investigations into possible violations of any provision of statutory law or order or rule of the Commission; and (2)
complaints against regulated entities, including those complaints that challenge the accuracy of a
bill, but excluding those complaints that challenge the reasonableness of rates or charges, past,
present, or future, such as formal rough crossing complaints (maximum 12-month process if
hearings are required).
Ratesetting - "Ratesetting" proceedings are proceedings in which the Commission sets
or investigates rates for a specifically named utility (or utilities) or establishes a mechanism that
in turn sets the rates for a specifically named utility (or utilities). "Ratesetting" proceedings
include complaints that challenge the reasonableness of rates or charges, past, present, or future.
Other proceedings may also be categorized as ratesetting when they do not clearly fit into one
category, such as railroad crossing applications (maximum 18-month process if hearings are
required).
Quasi-legislative - "Quasi-legislative" proceedings are proceedings that establish policy
or rules (including generic ratemaking policy or rules) affecting a class of regulated entities,
including those proceedings in which the Commission investigates rates or practices for an entire
regulated industry or class of entities within the industry.
B. Are hearings necessary?
If yes, identify the material disputed factual issues on which hearings should be held, and
the general nature of the evidence to be introduced. Railroad crossing applications which are not

controversial usually do not require hearings.

Are public witness hearings necessary?

Yes

No

Public witness hearings are set up for the purpose of getting input from the general public and any entity that will not be a party to the proceeding. Such input usually involves presenting written or oral statements to the presiding officer, not sworn testimony. Public witness statements are not subject to cross-examination.

C. Issues - List here the specific issues that need to be addressed in the proceeding.

None

D. Schedule (Even if you checked "No" in B above) Should the Commission decide to hold hearings, indicate here the proposed schedule for completing the proceeding within 12 months (if categorized as adjudicatory) or 18 months (if categorized as ratesetting or quasi-legislative).

The schedule should include proposed dates for the following events as needed:

30 days Protest Period - May 25, 2022, through June 25, 2022

4 months Proposed Decision - September 25, 2022

6 months Final Decision – November 25, 2022

If an unexpected hearing becomes necessary:

6-months Prehearing conference – November 25, 2022

9-months Hearings – March 25, 2022

12-months Briefs due – May 25, 2023

13-months Submission – June 25, 2023

16-months Proposed decision (90 days after submission) – September 25, 2023

18-months Final decision (60 days after proposed decision) - November 25, 2023